

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF MASSCHUSTTS

DR. ROBERT LEDERER,

Plaintiff,

v.

JOHN SNOW, INC. AND
THE JOHNS HOPKINS UNIVERSITY
CENTER FOR COMMUNICATION
PROGRAMS,

Defendants

CIVIL ACTION NO.
04-CV-10284-NG

Affidavit Of Counsel Andrew F. Caplan

I, Andrew F. Caplan, hereby depose and state as follows:

1. I am counsel of record to the defendant, John Snow, Inc., in the above-captioned action.
2. Attached hereto as **Exhibit A** is a true copy of excerpts from the May 12, 2005 Deposition Minuscript of John Snow, Inc., by its Rule 30(b)(6) designee Kenneth Olivola.
3. Attached hereto as **Exhibit B** is a true copy of Exhibit 2 to the May 12, 2005 Deposition of John Snow, Inc., by its Rule 30(b)(6) designee Kenneth Olivola.
4. Attached hereto as **Exhibit C** is a true copy of excerpts from the June 29, 2005 Deposition Minuscript of the Johns Hopkins University Center for Communication Programs, by its Rule 30(b)(6) designee Karen Angelici.

5. Attached hereto as **Exhibit D** is a true copy of excerpts from the May 11, 2005 Deposition Minuscript of Robert Lederer.
6. Attached hereto as **Exhibit E** are true copies of Deposition Exhibit numbers 4, 5, 19 and 29 to the May 11, 2005 Deposition of Robert Lederer.
7. Attached hereto as **Exhibit F** is a true copy of excerpts from the December 12, 2004 deposition of Robert Lederer.
8. Attached hereto as **Exhibit G** is a true copy of the Complaint (and exhibits thereto) filed by Dr. Lederer in this action.
9. Attached hereto as **Exhibit H** are a true copies of the following documents produced by Johns Hopkins in this action: "Consultant Fees Support Form," John Hopkins University check dated January 16, 2001 in the amount of \$7520.00, and an email dated January 26, 2001.
10. Attached hereto as **Exhibit I** is a true copy of Plaintiff Robert Lederer's Answers to the Defendant Johns Hopkins University/Center for Communication Program's First Set of Interrogatories.

Signed under the pains and penalties of perjury this 15th day of August 2005.

s/ Andrew F. Caplan
Andrew F. Caplan

EXHIBIT A

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF MASSACHUSETTS

C.A. NO. 04-CV-10284-NG

DR. ROBERT LEDERER,

Plaintiff

vs.

JOHN SNOW, INC. AND THE JOHNS HOPKINS
UNIVERSITY CENTER FOR COMMUNICATION PROGRAMS,
Defendants

APPEARANCES:

DAVID B. STEIN, ESQ.
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John Snow, Inc.

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MELICK, PORTER & SHEA, LLP
28 STATE STREET
BOSTON, MA 02109
Counsel for the Defendant
The Johns Hopkins University

DEPOSITION OF KENNETH J. OLIVOLA, taken
pursuant to Notice under the applicable
provisions of the Federal Rules of Civil
Procedure, on behalf of the Plaintiff, before
Alice M.S. DesVergnes, R.P.R., a Notary Public
in and for the Commonwealth of Massachusetts,
at the office of Rubin, Weisman, Colsanti,
Kajko & Stein, LLP, 430 Bedford Street,
Lexington, MA 02420, commencing on Thursday,
May 12, 2005, at 2:10 p.m.

NEAL A. SALLOWAY - COURT REPORTERS
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WEST PEABODY, MA 01960
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1	I N D E X		
2			
3	DEPONENT	DIRECT	CROSS REDIRECT
4	KENNETH J. OLIVOLA		
5	By Mr. Stein	4	108
6	By Mr. Healy		90
7	By Mr. Caplan		109
8			
9	E X H I B I T S		
10	EXHIBIT NO.	DESCRIPTION	PAGE NO.
11	1	Notice of deposition	7
12	2	Contract	102
13	3	Concurrence document	104
14	4	Approval letter	108
15			
16			
17			
18			
19			
20			
21			
22			
23			

1	S T I P U L A T I O N S	
2	It is hereby stipulated and	
3	agreed by and between counsel for the	
4	respective parties that all objections, except	
5	as to form, are reserved until the time of	
6	trial, including motions to strike.	
7	It is further stipulated and	
8	agreed that the reading and signing of the	
9	deposition are not waived. Notarization is	
10	waived.	
11	KENNETH J. OLIVOLA, having duly	
12	affirmed that his testimony will be the truth,	
13	the whole truth, and nothing but the truth and	
14	having produced his Massachusetts driver's	
15	license for identification purposes, testified	
16	as follows in answer to direct interrogatories	
17	by Mr. Stein:	
18	Q	Before I mess it up, can you give me the
19		correct pronunciation of your name?
20	A	Kenneth John -- last name is Olivola.
21	Q	Spell that for me, please.
22	A	O-L-I-V-O-L-A.
23	Q	What is the middle initial?

1 A Um, it was to work with Johns Hopkins. Among
2 us, we came up with the scope of work. I'm not
3 sure if it came from Johns Hopkins or from JSI.
4 I know that we interviewed the candidate for
5 the position.
6 Q We meaning JSI?
7 A Johns Hopkins and JSI.
8 Q Okay.
9 A I think it was a shared briefing, actually, for
10 the position. And then our part of this was to
11 provide the per diem expenses for the
12 project -- for the, for the consultant. The
13 hotel expenses and food and travel. Also the
14 airplane ticket.
15 Q So JSI was required to pay all the expenses for
16 the management specialist?
17 A The expenses, yes.
18 Q Who paid their fee for the work?
19 A Salary?
20 Q Salary.
21 A Johns Hopkins.
22 Q So Johns Hopkins paid the salary of the
23 management specialist and JSI paid the

1 expenses?
2 A Yes.
3 MR. HEALY: Objection.
4 Q Is that incorrect the statement I just made?
5 That JSI paid expenses and Johns Hopkins paid
6 the salary for the management specialist?
7 A No, that's correct.
8 Q That's correct?
9 A Um-hum.
10 Q Going back to this Carol Brandage -- is it
11 Brandage?
12 A Branditch(phonetic).
13 Q Prior to Dr. Lederer, it's your understanding
14 that she was the only other person who held the
15 position of management specialist for the
16 Romanian project?
17 A That's my understanding.
18 Q And you believe she was over there on two
19 separate occasions?
20 A Yes.
21 Q Do you know why she didn't continue on for the
22 remainder of the project as the management
23 specialist?

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1 A No.
2 Q Who would be aware of that information?
3 A Um, I suppose Johns Hopkins and Abul Hashem and
4 perhaps the chief of party, Walter Proper.
5 Q Are you familiar with any of the circumstances
6 surrounding Carol Branditch and the fact that
7 she did not continue as management specialist
8 for the remainder of the project?
9 A I don't know about that.
10 Q At some point did you personally become aware
11 that Johns Hopkins and JSI were recruiting
12 another management specialist for the Romanian
13 project?
14 A No.
15 Q At any time did you become aware of that?
16 A No.
17 Q I think you testified that at some point in
18 2000, the year 2000, you did become aware that
19 Dr. Lederer was being considered for the
20 position of management specialist?
21 A I was actually -- I was aware when he was a
22 consultant, so it wasn't during the recruitment
23 process. It was actually after he was

1 recruited.
2 Q So during the recruitment process, you weren't
3 aware, is that fair?
4 A That's fair, yes.
5 Q And that you did become aware at some point
6 when he was already in Romania, is that fair to
7 say?
8 A I think it's actually after he returned from
9 Romania.
10 Q So is it fair to say you have no personal
11 knowledge concerning Dr. Lederer at any time
12 prior to January of 2001?
13 A I'd say the end of December, 2000, is when I
14 knew. I knew of his work for us and Johns
15 Hopkins.
16 Q At the end of December?
17 A At the end of December.
18 Q How did you become aware of his work on the
19 project at the end of December, 2000, the year
20 2000?
21 A I had heard through either staff meetings or
22 discussions that there was some issues with the
23 consultancy that he had done.

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1 Q Who was present at that meeting?
2 A Myself and Dr. Lederer.
3 Q Can you tell me what was discussed in that
4 meeting?
5 A Yes. We talked about -- started about the
6 weather which is a common subject in Boston
7 when someone comes in from Florida. We talked
8 about the project sort of in general, and what
9 I wanted to focus in on were issues around his
10 complaints about not getting paid and not
11 getting reimbursed for expenses, and it ended
12 with his expressing very strong concerns about
13 how the project was progressing, had some very
14 strong concerns about that. And then he also
15 asked about his future on the project.
16 Q With respect to payment of salary, again, if
17 I'm correct, JSI is not responsible for the
18 payment of Dr. Lederer's salary?
19 A That's correct.
20 Q It was through Johns Hopkins?
21 A Yes.
22 Q Are you aware of the procedure for payment
23 through Johns Hopkins?

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1 Q Just with respect to the salary issue, after
2 the meeting, did you follow-up at all with that
3 issue?
4 A Immediately.
5 Q What did you do?
6 A First I called Abul Hashem, and I asked him
7 about the salary.
8 Q What did he tell you?
9 A He told me that we didn't employ him; that he
10 was employed by Johns Hopkins. So then I
11 called Johns Hopkins and they told me that they
12 paid him.
13 Q Who did you speak to at Johns Hopkins?
14 A I don't remember specifically who I spoke to.
15 I'm not sure who I spoke to. I work with Johns
16 Hopkins quite a bit so it could have been
17 contacts I had, it could have been someone that
18 Abul Hashem recommended that I call. I don't
19 remember.
20 Q When you spoke to this person and they told you
21 he was paid, did you accept that and that was
22 the end of your involvement with that issue?
23 A Um, I think they actually faxed me or faxed

1 A Specifically, no.
2 Q So was the issue of payment of salary at all
3 discussed with Dr. Lederer in this meeting?
4 A Yes.
5 Q What was discussed?
6 A Um, well, I didn't know at this meeting what
7 the specific arrangements were between Johns
8 Hopkins and JSI, and so I actually didn't know
9 who he was employed by.
10 Q At the time that you had the meeting you didn't
11 know?
12 A Yes, I didn't know until after the meeting.
13 Q But what was specifically discussed with
14 respect to his salary?
15 A He was concerned, he was concerned about
16 getting paid. My impression from the meeting
17 was he hadn't been paid.
18 Q Did you think that was unusual that he wouldn't
19 have been paid at that point?
20 A Um, I knew that he had finished his consultancy
21 in the middle of December; the end of January
22 is not so unusual, but, yeah, it's past the
23 30 -- he should have been paid by then, yeah.

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1 Hashem or we saw some record of payment. I'm
2 not sure of that. And we worked with Johns
3 Hopkins and frankly that wasn't necessary
4 because we have a lot of trust in Johns
5 Hopkins -- we work with them.
6 Q So was that the end of your involvement with
7 respect to that issue?
8 A With respect to the salary issue, yes.
9 Q Did you ever talk to Dr. Lederer again
10 concerning the salary issue?
11 A No.
12 Q Do you know whether anybody from JSI talked to
13 Dr. Lederer?
14 A I don't know. I don't think so.
15 Q You said at this meeting there was also
16 addressed some concerns that Dr. Lederer had
17 with the project?
18 A Yes.
19 Q What were those concerns?
20 A Um, he had concerns about the project director,
21 the chief of party, Walter Proper.
22 Q What was his concerns with respect to Dr.
23 Walter Proper?

1 A Yes, yes.
 2 Q Would you agree with me that this contract
 3 between JSI and Johns Hopkins University was
 4 controlling when Dr. Lederer was hired as
 5 consultant for the project?
 6 A Yes.
 7 Q Would you agree with me that the terms and
 8 conditions of that contract between JSI and
 9 Johns Hopkins were controlling during the time
 10 that Dr. Lederer was a consultant on the
 11 project?
 12 A Yes.
 13 Q Would you agree with me that the purpose of the
 14 contract was for Johns Hopkins University to
 15 provide technical services to JSI relating to
 16 the Reproductive Health Initiative?
 17 A Yes.
 18 Q I'd just direct you to page -- I'm going to
 19 refer to the actual pages as opposed to the
 20 Bates stamp numbers, if you don't mind, because
 21 there's several zeros before those numbers.
 22 Referring you to Page 2 and Section B-3, does
 23 the first sentence in that section identify

1 technical directions, state performance of the
 2 work hereunder shall be subject to the
 3 technical direction of JSI/WRHI project
 4 director and her, his or her designees?
 5 A Yes.
 6 Q Did I read that correctly?
 7 A Yes.
 8 Q What is the acronym WRHI stand for, if you
 9 know?
 10 A It's the Women's Reproductive Health
 11 Initiative. Or Women's Romania -- Women's
 12 Reproductive Health Initiative, yes.
 13 Q Just one moment, sir. I apologize.
 14 And again, just referring to Page 2,
 15 Section B, the first paragraph, does it state
 16 within that first paragraph of the first
 17 sentence in that first paragraph that JSI is
 18 the prime contractor on this project?
 19 A Referring to the very first paragraph on the
 20 top of the page?
 21 Q Correct, in the first sentence.
 22 A Yes, yes. Um-hum.
 23 Q I refer you again to Page 5 of the document,

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1 sir, and I refer you to paren five, salaries
 2 during travel.
 3 A Yes.
 4 Q Does that second sentence state: All travel
 5 must have prior approval by JSI, did I read
 6 that correctly?
 7 A Yes.
 8 Q Refer you to Page 8 of the same document, and
 9 referring to Section C-1, background.
 10 A Um-hum.
 11 Q Second sentence. Does it state: The
 12 contractor shall work under the guidance and
 13 direction of JSI project director and/or his or
 14 her designee. Did I read that correctly?
 15 A Correct.
 16 Q With respect to this section, who is the
 17 contractor?
 18 A Johns Hopkins.
 19 Q I refer you to Page 11 of the document of the
 20 contract and again refer you to Section F-3,
 21 deliverables, the second paragraph, the second
 22 sentence which states: The JSI project
 23 director will have unilateral authority to

1 determine if the performance results have been
 2 met. Did I read that correctly?
 3 A Correct.
 4 Q And who is the JSI project director at that
 5 time?
 6 A Um, actually, I'm not sure if it's Abul Hashem
 7 or Walter Proper.
 8 Q Refer you to Page 13 of the contract. I refer
 9 you again in Section F-5, key personnel,
 10 Section B. The second sentence. The second
 11 sentence states: Prior to making any change in
 12 key personnel, the subcontractor shall notify
 13 JSI reasonably in advance and shall submit
 14 justification.
 15 Did I read that correctly?
 16 A Yes.
 17 Q I understand I didn't read the full sentence.
 18 The subcontractor with respect to that
 19 statement is Johns Hopkins University, correct?
 20 A Yes. Yes. Um-hum.
 21 Q Do you know whether or not Dr. Lederer as a
 22 consultant would have been considered key
 23 personnel for this project?

EXHIBIT B

Subcontract No. MCH-TASC 15136-0805-001

COST REIMBURSEMENT SUBCONTRACT

Between **JOHN SNOW, INC.** and **The Johns Hopkins University, School of Hygiene
and Public Health, Center for Communication Programs (CCP)**
to provide services and support for
Women's Reproductive Health Initiative (WRHI)

Effective Date: Date of signature
Estimated Completion Date: August 29, 2001

ORIGINAL 1 of 1

JS10000000060

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Part I - THE SCHEDULE
SECTION A -SUBCONTRACT INFORMATION
The Child Health Technical and Support Contract (MCH TASC)

A.1 Place of Performance
United States and Romania

A.2 Subcontract No.
MCH-TASC 15136-0805-001

A.3 Subcontractor Name and Address:
Contact: Ms. Susan Dugan
The Johns Hopkins University, School of Hygiene and Public Health,
Center for Communication Programs (CCP)
111 Market Place, Suite 310
Baltimore, Maryland, USA
Tele: (410) 659-6224

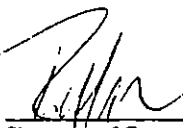
A.4 Submit Financial and Technical Reports to
Mr. Abul Hashem, Project Director
John Snow, Inc.
1616 North Fort Myer Drive, Suite 1100
Arlington, Va. 22209 USA
Tele: (703) 528-7474; Fax: (703) 528-7480

A.5 Effective Date: Date of signature
Completion Date: August 29, 2001

A.6 Accounting Data
Amount Obligated: \$100,000
Estimated Ceiling Price: \$265,325
Incrementally Funded

The Subcontractor has read and understands that this subcontract is funded through John Snow, Inc. by the Agency for International Development, an agency of the U.S. Federal Governmental. The subcontractor agrees to administer this subcontract in accordance with the terms of this contract and within federal governmental laws and regulations. This subcontract is subject to the Consent To Subcontract clause and is not binding until consent is received by the Contractor.

John Snow, Inc.



Signature of Contractor

Richard C. Owen, Jr. Vice President

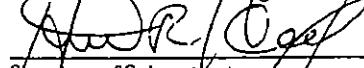
Typed Name:

Title

Date

11/2/99

The Johns Hopkins University, School of
Hygiene and Public Health, Center for
Communication Programs (JHU/CCP)



Signature of Subcontractor

*HERBERT R. HANSEN, JR., MBA, CPA
SR. ASSOCIATE DEAN*

Typed Name

Title

Date

11/4/99

SECTION B - SUPPLIES OR SERVICES AND PRICES

This is a Subcontract by and between John Snow, Inc., a Massachusetts corporation with its principal offices at 44 Farnsworth Street, Boston, Massachusetts 02210-1214 (hereinafter referred to as "JSI" or the "prime contractor") and The Johns Hopkins University, School of Hygiene and Public Health, Center for Communication Programs (CCP), located at 111 Market Place, Suite 310 Baltimore, Maryland 21202-4012, (hereinafter referred to "Subcontractor."

JSI has entered into Contract No. HRN-I-0098-00032-00, Task Order # 805 (hereinafter referred to as the "prime contract") between the United States Agency for International Development, an Agency of the United States Government (hereinafter referred to as "USAID.") Under the prime contract, certain terms, conditions and clauses of the Schedule and the referenced Contract Clauses are mandatory to be passed down to all subcontracts.

In consideration of the foregoing and for other good and valuable consideration herein expressed, the parties agree as follows:

B.1 Purpose

The purpose of this subagreement is to provide technical services to JSI in support of the Women's Reproductive Health Initiative. The overall objective of the prime task order is to provide technical assistance and training in developing a redesigned, integrated and effectively managed reproductive health services system in Romania

B.2 Contract Type and Performance

This is a Cost Reimbursement Type Subcontract and is subject to the outputs and deliverables and performance standards described within this subcontract.

B.3 Technical Directions

Performance of the work hereunder shall be subject to the technical directions of the JSI/WRHI Project Director or his/her designee(s). As used herein, "Technical Directions" is defined to include:

- (1) Written directions to the subcontractor, which fill in details, suggest possible lines of inquiry, or otherwise complete the general scope of the work.
- (2) Provisions of written information to the Contractor that assists in the interpretation of drawings, specifications, or technical portions of the work statement.
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered.

"Technical Directions" must be within the terms of this subcontract, shall not change or modify them in any way, and shall not constitute changes (as described in the clause of this subcontract entitled "Changes - Cost Reimbursement" (FAR 52.243-02, Alternate II), which may only be accomplished by amendment to this subcontract.

B.4 Ceiling Price and Obligated Amount

a) Ceiling Price: The total estimated cost for performance of the work required hereunder is \$265,325.

b) For workdays ordered

Salary	\$ 70,394
Consultant	59,364
For Indirect Costs	19,870
For office campus Indirect Costs**	64,321
For Other Direct Costs*	<u>51,376</u>
Ceiling Price	\$ 265,325.

Note: ** Indirect, On and Off campus indirect costs will only be reimbursed if the costs are in accordance with the USAID approved NICRA.

c) Obligated Amount: Within the total estimated costs of this subcontract, **\$100,000** is currently obligated for reimbursement of allowable costs. JSI will not reimburse the Subcontractor for any amount which exceeds the amount obligated to the subcontractor.

d) Incremental Funding Additional funds up to the total amount of the estimated Subcontract may be obligated according to the following:

- 1) Availability of funding for this Subcontract is contingent upon the amount of funding that the Prime Contractor receives from USAID. In the event that USAID does not fully fund the prime contract, then this Subcontract may not be fully funded.
- 2) The performance of the Subcontractor may have a direct impact on future obligations to this subcontract

B.5 Work Days Ordered

Function Labor Category and Specialist	Days	Rate Yr. 1	Total Yr. 1	Days	Rate Yr. 2	Total Yr. 2	Total Contract
**Management Specialist - Carol Brancich	85	388	32,980	65	404	26,260	59,240
**Evaluation Specialist - Deborah Kluge	90	388	34,920	45	388	17,460	52,380
**Financial Specialist - Margaret Rowan	18	388	6,984	0	0	0	6,984
Program Assistant	30	115	3,450	30	120	3,600	7,050
Administrative Support	8	250	2,000	8	260	2,104	4,104
Total Cost for workdays ordered							133,862

Notes:

1. The yearly or daily salary is the ceiling rate for each functional category and specialist.
2. Positions above, identified with ** asterisks, are considered key positions. Any changes to the individuals identified by the Subcontractor to fill key positions in the labor categories above must be approved in advance and in writing by JSI. (See subcontract clause F.4).
 - a) Subject to the ceiling price of the contract, and prior written approval of the USAID Technical Officer (through JSI) the subcontractor may adjust the number of workdays actually employed in the performance of the work by each position specified in this order. The subcontractor shall attach a copy of the approval to the final voucher submitted for payment.
 - b) It is the subcontractor's responsibility to ensure that the JSI approved adjustments to the workdays ordered for each functional labor specialist do not result in costs incurred which exceed the ceiling price of this subcontract. Under no circumstances shall such adjustments authorize the subcontractor to be paid any sum in excess of the ceiling price.

B.6 Limitations to Ceiling Price

The subcontractor shall not be paid any amount in excess of the ceiling price without advance, written approval of the JSI Project Director. Each CFPP task order will include a mix of professional labor categories, an estimated number of workdays, and all estimated costs plus fixed fee. The ceiling price will be based on the following budget elements:

(a) Labor

(1) Definitions As used herein, the terms "salaries," "wages" and "compensation" mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this subcontract entitled "Differentials and Allowances" (AIDAR 752.7028), unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the

individual's professional or technical work, overhead, or other charges (see also the clause of this contract entitled "Personnel Compensation" [AIDAR 752.7007]).

(2) Limitations Compensation of personnel which is charged as a direct cost under this contract, like other costs, will be reimbursable in accordance with Section B of this subcontract, and the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07) and other applicable provisions of this subcontract, but subject to the following additional specified understandings which set limits on items which otherwise might be reasonable, allocable, and allowable.

(3) U.S. Personnel U.S. personnel shall be paid in accordance with rates negotiated between the contractor and subcontractor. The negotiated rates for individual U.S. expatriates shall be based upon a combination of factors including, but not limited to, the labor category under which the individual is being considered for utilization, consideration of the individual's education and salary and/or consultant rate history over the most recent 3-year period. Annual salaries will be converted to daily salaries by dividing the annual figure by 260 workdays per year, except for annual salaries at the ES-6 level, which shall not exceed the established current ES-6 daily rate. CIB 92-2 effective January 1998 contains the current ES-6 rate as \$118,400 per year, \$455.36 per day, or \$56.92 per hour, subject to annual revisions.

(4) TCNs and CCNs All locally hired national personnel and other non-U.S. expatriates shall be paid in accordance with rates negotiated between the contractor and subcontractor. The negotiated rates for individual locally-hired national and other non-U.S. expatriates shall be based upon a combination of factors including, but not limited to, the prevailing in-country salaries for the professional category being negotiated and consideration of the individual's education and salary and/or consultant rate history over the most recent 3-year period. Annual salaries will be converted to daily salaries by dividing the annual figure by 260 workdays per year, except for annual salaries at the ES-6 level, which shall not exceed the established current ES-6 daily rate. CIB 92-2 effective January 1998 contains the current ES-6 rate as \$118,400 per year, \$455.36 per day, or \$56.92 per hour, subject to annual revisions. Unless otherwise authorized by the Mission Director, the compensation of such TCN or CCN employees shall be paid in the currency of the cooperating country.

(5) Salaries During Travel Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route. All travel must have the prior approval of JSI.

(6) Return of Overseas Employees Salaries and wages paid to an employee serving overseas who is discharged by the subcontractor for misconduct, inexcusable nonperformance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route.

(7) Annual Salary Increases Annual salary increases for personnel utilized under this subcontract are based on the annual increase percentage rate set forth in the

subcontractor's proposal. The annual increase will apply to individuals employed under this contract for a period of twelve consecutive months. Under no circumstance shall the increase exceed the maximum daily rate. The annual salary increase may not exceed the amount proposed in the subcontractor's proposal.

(8) Consultants The use of consultants is authorized under this contract. Fees paid to consultants and reimbursed hereunder shall be reasonable in accordance with FAR cost principles set forth at 31.205-33 entitled "Professional and Consultant Costs," and subject Section B. of this subcontract.

(9) Overtime Pay No overtime or premium pay will be paid under this subcontract.

(10) Workday The length of the subcontractor's overseas workday shall coincide with the workday for employees of the USAID Mission. The length of the subcontractor's U.S. workday shall be in accordance with the Subcontractor's established policies and practices. The daily rate for a fractional day shall be pro-rated.

(11) Biographical Data Form The subcontractor shall provide the contractor with a biographical data sheet (AID form 1420-17) for all individuals receiving compensation under this subcontract. (See Section J for AID form 1420-17.)

(b) Other Direct Costs

(1) Other allowable direct costs necessary for the performance of the work, including, but not limited to, such costs as DBA and Medevac Insurance, travel and transportation, lodging and subsistence may be authorized in the task order. Any cost elements included in the subcontractor's indirect cost pool shall not be also charged to the subcontract as a direct cost. Lodging and subsistence costs may be authorized for locally hired national personnel in accordance with the clause of this subcontract entitled "Travel and Transportation (JAN 1990)", AIDAR 752.7002. Costs for U.S. expatriate travel/transportation to perform services overseas may be authorized by JSI in accordance with the same clause.

Allowable costs will be determined in accordance with the applicable federal cost principals.

Commercial For-Profit firms - FAR 31.2 and AIDAR 731.2

Educational Institutions - FAR 31.3 and AIDAR 731.3

Other Not-For Profit - FAR 31.7 and AIDAR 731.7

B.7 Indirect Costs (Dec 1997)

(a) Indirect Cost Rate, G&A Rate

Pursuant to the clause of this subcontract entitled "Allowable Cost and Payment" (FAR 52.216-7), an indirect cost rate or rates shall be established for each of the subcontractor's

accounting periods which apply to this subcontract. Pending establishment of revised provisional, predetermined, or final indirect cost rates for each of the subcontractor's accounting periods which apply to this subcontract, indirect cost payments shall be made on the basis of the following rate(s) applied to the base(s) set forth below:

<u>Description</u>	<u>Rate</u>	<u>Type</u>	<u>Base of Application</u>
Fringe Benefits (07/01/99-06/30/00)	28.8%	Pred.	Salaries and Wages, Faculty/Staff Employees
Fringe Benefits (07/01/00-06/30/01)	28.5%	Pred.	Salaries and Wages, Faculty/Staff employees
Fringe Benefits (01/01/99-06/30/03)	8.8%	Pred.	Salaries and Wages, Post Graduate Students
Facilities and Administrative Costs 18.8%	Pred.	Off-Campus	Other Sponsored Activities
Facilities and Administrative Costs 32.8%	Pred.	On -Campus	Other Sponsored Activities
<u>(F&A Rates effective (07/01/99-06/03/03))</u>			

Facilities and Administrative Cost Base)

Modified total direct costs, consisting of all salaries Administrative Cost and wages, fringe benefits, materials, supplies, services, travel and subcontracts up to the first 25,000 or each subgrant or subcontract (regardless of the period covered by the subgrant or subcontract). Modified total direct costs shall exclude equipment, capital expenditures, charges for patient care, tuition remission, rental costs of off-site facilities, scholarships and fellowships as well as the portion of each subgrant and subcontract in excess of \$25,000.

Type

Pred. (Predetermined)

Prov. (Provisional)

(b) Ceiling on Indirect Cost Rate (Applicable to CPFF Task Orders only)

Reimbursement for indirect costs shall be paid at the lower of the negotiated final (or predetermined) rates. In no case will JSI reimburse indirect cost rates in an amount exceeding five percent (5%) of the rates listed in B.5 above. If the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates will be reduced to conform with the lower rates.

This understanding shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance. The subcontractor must receive prior written approval of JSI to make changes in reclassifying or allocating indirect costs.

B.8 Costs Reimbursable

The U.S. Dollar costs allowable shall be determined in accordance with FAR 52.216-7 "Allowable Cost and Payment", FAR 52.216-8 "Fixed Fee", if applicable, and AIDAR 752.7003, "Documentation for Payment".

END OF SECTION B

SECTION C - BACKGROUND AND STATEMENT OF WORK

C.1 Background

The Subcontractor shall provide technical services and other resources as necessary to support the purpose and objectives of the prime contract as more specifically described below in the Statement of Work. The contractor shall work under the guidance and direction of the JSI Project Director and/or his/her designee.

C.2 Statement of Work

JHU/CCP will have the following responsibilities in the implementation of Women's Reproductive Health Initiative in Romania:

1. Conduct a diagnostic assessment of the specific management needs at the national and local level and provide inputs in the design and delivery of management training to the officials of the Ministry of Health (MOH), three judets and the service providers;
2. Participate in the design and delivery of training program in strategy development and program implementation to family planning/MCH and Health promotion staff at MOH, local health authorities in 3 judets, and a small cadre of professionals from the Romanian Institute of Health Management and the Institute of Post-Graduate Education; as well as participate with these individuals and donors in the development of a National framework and short- and long-term strategy for ensuring access to efficient, high quality, patient-centered reproductive health services through a decentralized system
3. Provide technical assistance in the design of (a) good management principles, (b) continuous quality (clinic and management) monitoring and improvement system, and (c) management of client provider satisfaction, preferably using principles developed by the MAQ (Maximizing Access and Quality) program
4. Perform an analysis of acceptable financial practices and financial barriers to accessible reproductive health services.
5. Develop or adapt monitoring and evaluation tools for reproductive health programs at the national and local health authority level
6. Develop work plan in coordination with JSI and update annually
7. Submit quarterly reports of project activities to JSI

END OF SECTION C

SECTION D - PACKAGING AND MARKING**D.1 Clauses Incorporated by Reference FAR 52.252-2 (FEB 1998)**

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in their full text. The full text may be accessed electronically at this address:

<http://www.info.usaid.gov>

AID Acquisition Regulation (48 CFR CHAPTER 7)

Number	Title	Date
752.7009	MARKING	Jan 1993

"It is USAID policy that USAID financed commodities and shipping containers, and project construction sites and other project locations be suitable marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.) or for semi-finished products which are not packaged.

Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Office; the original should be retained by the Contractor."

END OF SECTION D

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Clauses Incorporated by Reference FAR 52.252-2 (FEB 1998)

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in their full text. The full text may be accessed electronically at this address:

<http://www.info.usaid.gov>

Federal Acquisition Regulations (48 CFR Chapter 1) Clauses

Number	Title	Date
52.246-5	Inspection of Services - Cost Reimbursement	Apr. 1984
52.246-15	Certificate of Conformance	Apr. 1984

E.2 Inspection and Acceptance

JSI inspection and acceptance of services, reports and other required deliverables or outputs shall take place at:

John Snow, Inc.
1616 North Fort Myer Drive
Suite 1100
Arlington, Virginia, USA 22209-3100

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The JSI Project Director (or designee) has authority to inspect and accept all services, reports and required deliverables or outputs.

E.3 Performance Standards

Evaluation of the subcontractor's overall performance in accordance with the performance standards set forth herein shall be conducted by the Project Director and shall become a permanent record with regard to this contract. The annual performance overview will be included in the subcontractor's annual work plan.

End Section E

SECTION F - DELIVERIES AND PERFORMANCE

F.1 Clauses Incorporated by Reference FAR 52.252-2 (FEB 1998)

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in their full text. The full text may be accessed electronically at this address:

<http://www.info.usaid.gov>

Federal Acquisition Regulations (48 CFR Chapter 1) Clauses

Number	Title	Date
52.242-15	STOP WORK ORDER Alternate I (APR 1984)	AUG 1989

F.2 Performance Dates

- (a) The effective date of this subcontract is the date of signature.
- (b) The estimated completion date is August 29, 2001.

F.3 Deliverables

The Subcontractor shall provide outputs and reports required by JSI. The Subcontractor shall submit for technical review all information necessary to demonstrate and support the achievement of performance results no later than the scheduled due dates agreed upon. The Contractor shall provide an explanation if any results have not been achieved according to the schedule.

The Project Director (or designee) will review the documentation to determine if the performance results have been met. The JSI Project Director will have unilateral authority to determine if the performance results have been met.

The Subcontractor is required to submit the following reports and plans:

- (a) Annual Work Plans Within 30 days of award, and annually thereafter, the subcontractor shall submit for JSI Project Director approval, a work plan describing the activities anticipated for the following 12 months.
- (b) Quarterly Progress Reports Within 30 days of the subcontract's first full quarter, and quarterly thereafter, the subcontractor shall submit for JSI Project Director approval a

summary of activities completed or under way during the preceding 3 months, including a summary of contract finances.

(c) Annual Report Within 30 days of each 12-month period, the subcontractor shall submit for JSI Project Director approval a summary of activities carried out under contract during the preceding 12 months, addressing both the technical and financial issues. The annual report will be in lieu of the 4th quarterly report. The reports will include, at a minimum, the actual milestones or benchmarks achieved or an explanation of why milestones were not achieved, and other commentary deemed appropriate to demonstrate performance over the preceding three months. The annual report will summarize the financial situation of the subcontract showing a comparison of actual expenditures to the estimated budget and obligated amounts.

(d) Trip Reports Subcontractor employees and consultants are required to submit a trip report to JSI within twenty (20) days of the completion of an international trip. The trip report shall be submitted in hard copy and on disk in a for mat compatible with "Microsoft-word" format.

(e) Ad Hoc Reports Should additional reports or information be required for the prime contract to comply with USAID requirement, then Subcontractor will submit the information to JSI upon request.

F.4 Reports

(a) Performance Monitoring Reports (PMRS)

Within 20 days of the three-month periods (calendar quarters) ending on March 31, June 30, September 30, and December 31, the subcontractor shall submit to the JSI Project Director a completed PMR form "USAID 1420-66." Form USAID 1420-66 is attached to the Schedule. (See list of attachments, Section J.)

The performance reports shall summarize progress of the major activities in process in relation to the requirements of the subcontract, indicating any problems encountered, and proposing remedial actions as appropriate.

The submission within 20 days is to allow time for JSI to incorporate the information into the JSI report to USAID.

(b) Invoices and Financial Reports Financial reports shall be submitted in accordance with Section G.

F.5 Key Personnel

- a) The subcontractor will assign the following key personnel for the performance of this subcontract:

<u>Name</u>	<u>Position</u>
Carol Brancich	Management Specialist
Deborah Kluge	Evaluation Specialist
Margaret Rowan	Financial Specialist

- b) The key personnel position specified above is considered to be essential to the work being performed hereunder. Prior to making any change in the Key Personnel, the subcontractor shall notify JSI reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. The listing of Key Personnel may, with the consent of the contracting parties, be amended from time to time during the course of the subcontract to either add or delete personnel, as appropriate. Consent shall not be unreasonably withheld.
- c) If the individual is identified as "key personnel" in the prime contract, failure to provide the individual may be considered non-performance by the Subcontractor unless such failure is beyond the control of the Subcontractor. The Subcontractor is responsible to notify JSI immediately and to take steps to rectify the situation and shall propose a substitute candidate for the vacated position. The Subcontractor must request written approval from JSI to replace key personnel. JSI will in turn request approval from the USAID contracting officer.
- d) This clause does not constitute an agreement to employ the above named individuals for the term of the subcontract. JSI reserves the right to request that the subcontractor replace any individual under the subcontract if the performance of that individual does not meet the standards required to successfully complete the terms of the subcontract.
- e) All key personnel assigned to this subcontract must be conversant in the English language. JSI reserves the right to test the individual for language capability. In the event the individual possesses the required language capability, expenses for the testing shall be an allowable cost to the subcontract. However, if the individual does not have the required language capability, expenses for language testing for such individual shall be borne by the Subcontractor at no expense to JSI or to the government.

End Section F

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 Clauses Incorporated by Reference FAR 52.252-2 (JUNE 1988)**

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in their full text.

Aid Acquisition Regulation (48 CFR CHAPTER 7)

Number	Title	Date
752.7003	Documentation for Payment	Apr. 1984

G.2 Submission of Technical Reports and Invoices

All technical reports and invoices shall be submitted to the address in Part I, Section A, 4.

G.3 Documentation for Payment

For Cost Reimbursement Task Orders, the subcontractor is to adhere to the following:

(a) Invoice Requirements

1. Invoices shall be submitted to the JSI Project Director, quarterly, by the 5th of each month following the end of a quarter, in an original and one copy. Each invoice shall identify the subcontractor's name, address, and invoice number and dates of performance.

2. The invoice shall be itemized by activity and by line item and shall include complete supporting documentation. Documentation shall include signed time-sheets, receipts, consultant agreements, a listing of all direct labor furnished during the period covered by the invoice as well as a description of the work performed, a copy of signed approvals (if required by the expense) and any other pertinent information needed to justify that the expenditures are reasonable, allowable and allocable.

3. As required by AIDAR 752.7003, the Subcontractor shall submit a vendor's invoice detailing the quantity, description, and price for each individual item purchased, as follows:

(i.) Expendable equipment, supplies, or commodities -- for transactions totaling more than \$2,500.

(ii.) Non-expendable property -- for every purchase. Non-expendable property is property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.

(iii.) The bill of lading or airway bill as evidence of shipment by U.S.-flag carrier.

(b) Invoice Form (752.7003 April 1984)

A certified invoice shall be submitted in a form and manner satisfactory to the Contractor substantially as follows:

Total Expenditures			
Category	Budget	To Date	This Period
*Salaries and Wages			
Home Office			
Field Office			
Indirect Costs			
On campus			
Off campus			
Consultant Fees			
Training activities and Materials			
Misc international & domestic expense			
JHU Computer Center Services General support			
General Operating Costs			
Grand Total	\$xxxx	\$xxxx	\$xxxx

(c) Certification

The invoice shall have a certification signed by an authorized representative, as follows:

"The undersigned hereby certifies that (i) the fiscal report and the attachments have been prepared from the books and records of the Subcontractor. And to the best of my knowledge and belief, that they are correct, that the sums claimed under this Subcontract are proper and due, that all costs of contract performance have been paid by the Subcontractor, that the work reflected in the costs above have been performed, that the quantities and amounts involved are consistent with the requirements of this subcontract, that all required JSI approvals have been obtained and are attached, and ii) appropriate refund to JSI will be made promptly in the event of disallowance of costs not reimbursable under this subcontract

BY: _____
 TITLE: _____
 DATE: _____

(d) Summary Financial Report

A summary financial report shall accompany the invoice in substantially the following format:

Summary Financial Report					
Category	Overall Budget	Obligated Funding	Current Expenditure	Cumulative Expenditure	Balance of Obligation

(e) Payment

The Contractor and Subcontractor shall agree on the format used. For all invoices properly submitted in accordance with the requirements herein, payment will be made by JSI to the subcontractor within 30 days of receipt of the invoice.

(f) Final Invoice

A final invoice is due no later than 60 days after the close of the project and shall be marked "FINAL".

(g) Local Currency

The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract.

End of Section G

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 International Travel Approvals

International travel and associated costs are subject to the advance written approval of the JSI Project Director. Where approval is required by USAID, JSI will submit the request to USAID. The Subcontractor for audit purposes must retain all travel concurrence.

H.2 Insurance and Services

Per FAR clause 52.228-3 the subcontractor is required to provide appropriate workman's compensation insurance for its employees. Where there is work under this subcontract overseas, the subcontractor is required to carry DBA insurance.

(a) Workman's Compensation Insurance

Pursuant to AIDAR 752.228-3 Workman's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

Rutherford International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA. 22312
Telephone: (703) 354-1616

(b) MEDEVAC Insurance

Pursuant to AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services, USAID's Medevac service provider is:

Medex Assistance Corporation
P.O. Box 5375
Timonium, Md. 21094-5375
Telephone: (410) 453-6300 in Maryland
or (800) 537-2029 (toll-free)
Telefax: (410) 453-6301
Email: operations@medexassist.com

H.3 Severability

If any provision of this subcontract is determined by any court of competent jurisdiction to be invalid or unenforceable, the remainder of the subcontract other than the portions determined to be invalid or unenforceable shall not be affected thereby, and each valid provision hereof shall be enforced to the fullest extent permitted by law.

H.4 Compliance

Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times. No waiver shall be binding unless in writing and signed by the party granting the waiver.

H.5 Claims and Disputes

In no event shall JSI be liable to the Subcontractor for payments for any extra work the Subcontractor performs in addition to that required under the Statement of Work in each individual Task Order, unless the Subcontract has been properly modified. No officer, director, employee, or agent of JSI is authorized to direct any extra work by oral order.

Any inconsistency in this subcontract shall be resolved by giving precedence in the following manner.

- The schedule (excluding the specifications)
- Representations and other instructions
- Contract Clauses
- The specifications in the SOW

A claim by the Subcontractor must be made in writing and submitted to the JSI Project Director for a written decision. A claim by JSI against the Subcontractor is subject to a written decision by the Project Director. The JSI Project Director must render a decision within 60 days of written request of the Subcontractor's claim. The JSI Project Director's decision is final unless appealed.

The Subcontractor will proceed with performance of this subcontract pending final resolution of any claim and will comply with any decision of the JSI Project Director.

Both parties to this subcontract agree that Disputes, which cannot be resolved through the procedure described above, will be arbitrated in the normal judicial system of the Commonwealth of Massachusetts, in the United States of America.

H.6 Assignability

This subcontract shall not be assigned by the subcontractor without the expressed written consent of JSI.

H.7 Termination

This subcontract is subject to the "Termination (Cost Reimbursement)" (FAR 52.249-06) provision.

H.8 Notices

All notices required or permitted to be given hereunder shall be sufficient if in writing and personally delivered or sent by certified mail, return receipt requested and postage prepaid, addressed as follows:

If to JSI:

Attention: Project Director
MCH TASC / (Romania)
John Snow, Inc.
1616 North Fort Myer Drive
Arlington, VA. 22209-3100 USA

If to Subcontractor:

Attention: Ms. Susan Dugan
The Johns Hopkins University, School of Hygiene and Public Health,
Center for Communication Programs (CCP)
111 Market Place, Suite 310
Baltimore, Maryland, USA
Tele: (410) 659-6224

H.9 Approval Requirement

This subcontract is subject to the approval of the U.S. Government, and shall not be binding until written approval of the U.S. Government is received by JSI.

H.10 Subcontracts

Placement of lower tier subcontracts with other organizations, firms, institutions or individuals, and the provisions of such subcontracts are subject to the prior written consent of JSI, if they will be funded under this subcontract. In no event shall any subcontract be on a cost-plus-percentage-of-cost basis. Subcontracts including suppliers shall be selected on a competitive basis to the maximum practicable extent consistent with the obligations and requirements of this subcontract.

H.11 Controlling Laws

This subcontract shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

H.12 Deviations

Authorized Deviations in Clauses (FAR 52.252-6 APR 1984) - The use of any FAR and/or AIDAR deviation in this subcontract is indicated by the addition of "(DEVIATION)" after the name of the regulation.

H.13 Communications Products (Oct 1994)

In accordance with the following USAID's Communication Products Provision, all requests for prior approval for communication products shall be submitted to the JSI Project Director. JSI will request approval from USAID.

(a) Definition

Communications Products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards

USAID has established standards for communications products. These standards must be followed unless the contract specifically provides an exception or if approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Ineligibility

Communication products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer.

- (1) All communications materials funded by operating expense account funds;
- (2) Any communication products costing over \$25,000, including the costs of both production and execution. For example, in the case of a publication, the costs will include research, writing, and other editorial services (including any associated overhead), design, layout, and production costs.
- (3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and
- (4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

(d) Proposal Estimates

The initial proposal must provide a separate estimate of the cost of every communication product as defined in paragraph (a) above, not just those that meet the criteria in paragraph (c), which is anticipated under the subcontract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

H.14 Source, Origin and Nationality Requirements AIDAR 752.225-70 (Feb. 1997)

In accordance with the following AIDAR all requests for waivers and/or prior approvals shall be submitted to the JSI Project Director. JSI will request approval from USAID.

(a) Geographic Code

Except as may be specifically approved by the Contracting Office, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with US dollars shall be procured in accordance with requirements in 22 CFR 228, "Rules on Source, Origin, and Nationality for Commodities and Services Financed by USAID." The authorized source code is 000 and 186 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

(b) Ineligible goods and services

The contractor shall not procure any of the following goods or services under this contract:

1. Military equipment
2. Surveillance equipment
3. Commodities and services for support of police and other law enforcement activities.
4. Abortion equipment and services.
5. Luxury Goods and gambling equipment, or
6. Weather modification equipment.

(c) Restricted Goods

The contractor shall not procure any of the following goods or services without the prior written approval of the Contracting Officer.

1. Agricultural commodities,
2. Motor vehicles,

3. Pharmaceuticals and contraceptive items,
4. Pesticides,
5. Fertilizer,
6. Used equipment, or
7. U.S. government-owned excess property.
8. If JSI or USAID determines that the Subcontractor has procured any of these specific restricted goods under this subcontract without prior written authorization, and has received payment for such purposes the Subcontractor agrees to refund to JSI the entire amount of purchase.

H.15 Local Procurement AIDAR 752.226-71 (Feb. 1997)

(a) Local Procurement

Local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers, or producers, with payment normally being in the currency of the cooperating country.

(b) Locally Financed Procurement

All locally financed procurement must be covered by the source/origin and nationality waivers set forth in Subpart F of 22 CFR Part 228, except as provided for in 22 CFR 228.40, Local Procurement.

H.16 Government Property

(a) Title to Property and Related Insurance

All subcontractor acquired government property shall be titled to USAID and is subject to FAR 52.245-5 and/or 52.245-2 and AIDAR 752.245-70. The subcontractor shall provide proper insurance to minimize risk. The subcontractor shall maintain appropriate property inventory and provide an inventory listing annually to JSI. At the end of the subcontract term, the subcontractor shall submit an inventory schedule and a request for disposition instructions from JSI. JSI will request any needed approvals from USAID.

(b) IT Acquisitions

All IT acquisitions must be pre-approved by the Project Director. The subcontractor must warrant that all IT purchases under this subcontract are Y2K compliant. For specifics on the compliance regulations the subcontractor may request a copy from the prime contractor.

(c) Non-Expendable Equipment

Non-expendable government property is defined in AIDAR 752.245-70. All non-expendable equipment requires the prior approval of the JSI Project Director. (See also G.3(a)3 of this subcontract.

H.17 Audit

The Subcontractor shall maintain books, records, documents and other evidence in accordance with the subcontractor's usual accounting procedures to sufficiently substantiate this subcontract. The subcontractor agrees to make available to JSI or the Comptroller General of the United States all records and documents which support expenditures under this program. JHU/CCH is subject to A-133 single audit requirements and agrees to provide a copy of the A-133 audit in its entirety to JSI for each and every fiscal year covered under the effective dates of this subcontract.

H.18 Acknowledgment and Disclaimer

(a) Acknowledgement

John Snow and USAID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this contract. The product shall state that the views expressed by the author(s) do not necessarily reflect those of USAID or of JSI. Acknowledgments should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows:

"This [publication, video or other information/media product (specify)] was made possible through support provided through John Snow, Inc., by the Office of _____, Bureau for _____, U.S. Agency for International Development, under the terms of Contract No. _____. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

(b) Disclaimer

Unless the subcontractor is instructed otherwise by JSI publications, videos or other information/media products funded under this contract and intended for general readership or other general use will be marked with the JSI logo and with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent/appropriate location in videos or other

information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance.

H. 19 Copy Rights

a) Existing Copy Rights

Notwithstanding the inclusion of the following paragraph herein, JHU-CCP agrees to this clause subject to the terms and conditions of FAR clause 52.227-14 "Rights in Data - General (Jun 1987)". As noted hereto the Prime Contract always controls in the event of inconsistencies. JHU-CCP copyrighted materials or materials previously produced by JHU-CCP and used in the performance of this Subcontract to reduce Subcontract costs, are the property of JHU-CCP. Such materials include, but are not limited to, literacy works such as clinical guidelines and protocols, data collection tools, teaching materials, textbooks, audio-visual and other teaching guidelines, course curricula and course design materials, skills assessment guidelines, examinations of theoretical knowledge and evaluation tools. All other materials produced as a result of work financed under this contract are the property of US Government.

b) Work Produced Under This Subcontract

Research data generated by Subcontractor under this Subcontract shall remain the property of the U.S. Government. The Subcontractor agrees to provide JSI with a copy of the final data used in any manuscript, report, or publication at the conclusion of the research or upon JSI's request. It is understood that these data will be retained by JSI and used for scientific purposes.

Prior to publishing the written work produced under this Subcontract, JSI reserves the right to review the final manuscript for comment and concurrence and reserves the right to disclaim endorsement for the opinions expressed on behalf of JSI and AID; or to request acknowledgment of JSI's and USAID's contributions to the publication(s).

The Subcontractor shall provide JSI with two (2) copies (English) of all published works developed and with a list of all other written materials produced under this subcontract.

H. 20 Entire Agreement

This subcontract supersedes any prior agreements understandings or discussions relating to **The Women's Reproductive Health Initiative (WRHI)**.

End of Section H

PART II - CONTRACT CLAUSES
SECTION I - CLAUSES INCORPORATED BY REFERENCE

I.1 Clauses Incorporated by Reference 52.252-2 (FEB 1998)

This subcontract hereby incorporates all applicable terms, conditions and clauses of the prime contract by reference with the same force and effect as if they were given in full text. Wherever the terms "Government" or "A.I.D." or "USAID" are used, "JSI" shall be substituted. Wherever the terms "Contracting Officer" or "A.I.D./CTO" or "A.I.D. Project Director" or "USAID/COTR" are used, "the JSI Project Director or his designee(s)" shall be substituted. Wherever the word(s) "contract" or "contractor" is used, the word(s) "subcontract" or "subcontractor" shall be substituted. The full text of the clause may be found at:

<http://www.arnet.gov/far> and <http://www.info.usaid.gov>.

I.2 Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

52.204-4	Printing/Copying Double-sided on Recycled Paper (June 1996)
52.215-2	Audit and Records--Negotiation (Aug. 1996)
52.215-8	Order of Precedence--Uniform Contract Format (Oct. 1997)
52.216-7	Allowable Cost and Payment (Feb 98)
52.216-11	Cost Contract - NO Fee (Apr. 1984) Alternate I (April 1984)
52.228-3	Workers' Compensation Insurance (Defense Base Act) (Apr. 1984)
52.228-7	Insurance - Liability to Third Persons (Mar. 1996)
52.230-6	Administration of Cost Accounting Standards (Apr. 1996)
52.232-22	Limitation of Funds (Apr. 1984)
52.242-1	Notice of Intent to Disallow Costs (Apr. 1984)
52.242-3	Penalties for Unallowable Costs (Oct. 1995)
52.242-4	Certification of Final Indirect Cost Rates (Jan. 1997)
52.242-15	Stop Work Order (Aug. 1989)
	Alternate I (Apr. 1984)
52.243-2	Changes - Cost-reimbursement (Aug. 1987)
	Alternate I (Apr. 1984)
52.243-7	Notification of Changes
52.244-2	Subcontracts (Cost-reimbursement and Letter Contracts) (Oct. 1997)
52.245-5	Government Property (Cost Reimbursement, Time and Material, or Labor Hour Contracts) (Jan 1996)
52.247-67	Submission of Commercial Transportation Bills to the General Services Administration for Audit (Jun 1997)
52.249-6	Termination (Cost-reimbursement) (Sept. 1996)
52.249-14	Excusable Delays (Apr. 1984)
52.253-1	Computer Generated Forms (Jan 1991)

I.3 A.I.D. Acquisition Regulation (48 CFR Chapter 7) Clauses

752.211-70	Language and Measurement (June 1992)
752.225-70	Source, Origin, and Nationality Requirements (Feb 1997)
752.225-71	Local Procurement (Feb 1997)
752.228-3	Worker's Compensation Insurance (Defense Base Act)
752.228-7	Insurance - Liability to Third Persons
752.228-70	Medical Evacuation (Medevac) Services (MAR 1993)
752.245-70	Government Property
752.7001	Biographical Data (Jul 1997)
752.7002	Travel and Transportation (Jan. 1990)
752.7004	Emergency Locator Information (Jul 1997)
752.7007	Personnel Compensation (July 1996)
752.7008	Use of Government Facilities of Personnel (Apr. 1984)
752.7011	Orientation and Language Training (Apr. 1984)
752.7014	Notice of Changes in Travel Regulations (Jan. 1990)
752.7016	Family Planning and Population Assistance Activities (Aug. 1986)
752.7026	Reports (Oct 1989)
752.7027	Personnel (Dec. 1990)
752.7028	Differentials and Allowances (July 1996)
752.7029	Post Privileges (July 1993)
752.7031	Leave and Holidays (Oct. 1989)
752.7032	International Travel Approval and Notification Requirements (Jan.1990)
752.7033	Physical Fitness (July 1997)
752.7034	Acknowledgment and Disclaimer (Dec. 1991)

End of Section I

Part III DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J- LIST OF ATTACHMENTS

1. USAID Geographic Codes
2. USAID Form 1420-17 - Contractor Employee Biographical Data Sheet
3. AID Form 1420-65 A.I.D. Contractor Employee Physical Examination Form
4. Contractor Performance Report - Multi-purpose Form

End of Section J

Attachment 1

000 UNITED STATES

899 FREE WORLD

Any area or country in the Free World* excluding the cooperating country itself.

935 SPECIAL FREE WORLD

Any area or country in the Free World* including the cooperating country itself.

**Free World" excludes the following areas or countries: Afghanistan, Cambodia, Cuba, Iran, Iraq, Laos, Libya, North Korea, People's Republic of China, Syria, and Viet Nam.

941 SELECTED FREE WORLD

Any independent country in the Free World*, excluding the cooperative country itself and the following:

Europe

Other

Albania	Lithuania	Angola	Kyrgyzstan
Andorra	Luxembourg	Australia	Mongolia
Armenia	Malta	Bahamas	New Zealand
Austria	Moldova	Bahrain	Qatar
Azerbaijan	Monaco	Canada	Saudi Arabia
Belarus	Netherlands	Cyprus	Singapore
Belgium	Norway	Gabon	South Africa and
Bulgaria	Poland	Greece	Taiwan**
Czechoslovakia	Portugal	Hong Kong	Tajikistan
Denmark	Romania	Iceland	Turkmenistan
Estonia	Russia	Japan	United Arab
Finland	San Marino	Kazakhstan	Emirates
France	Spain	Kuwait	Uzbekistan
Georgia	Sweden		
Germany	Switzerland		
Hungary	Ukraine		
Ireland	United Kingdom		
Italy	Vatican City		
Latvia	Yugoslavia		
Liechtenstein			

**Free World" excludes the following areas or countries:

Afghanistan, Cambodia, Cuba, Iran, Iraq, Laos, Libya, North Korea, People's Republic of China, Syria, and Viet Nam.

**Has the status of a "geopolitical entity," rather than an independent country.

(NOTE: Geographic Code 186 is Romania).

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET						
1. Name (Last, First, Middle)			2. Contractor's Name			
3. Employee's Address (include ZIP code)			4. Contract Number		5. Position Under Contract	
			6. Proposed Salary		7. Duration of Assignment	
8. Telephone Number (include area code)		9. Place of Birth		10. Citizenship (If non-U.S. citizen, give visa status)		
1. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment						
12. EDUCATION (include all college or university degrees)				13. LANGUAGE PROFICIENCY		
NAME AND LOCATION OF INSTITUTION	MAJOR	DECREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading
					2/S	2/R
					2/S	2/R
					2/S	2/R
14. EMPLOYMENT HISTORY						
1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment.						
2. Salary definition – basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, commissions consultant fees, extra or overtime work payments, overseas differential or quarters, cost of living or dependent education allowances.						
POSITION TITLE	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (mm/dd/yyyy)		Annual Salary		
		From	To	Dollars		
15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)						
SERVICES PERFORMED	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (mm/dd/yyyy)		Days at Rate	Daily Rate In Dollars	
		From	To			
16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.						
Signature of Employee				Date		
Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.						
Signature of Contractor's Representative				Date		

AID 1420-17 (4/95)

JS10000000092

INSTRUCTIONS

Indicate your language proficiency in block 13 using the following numeric interagency Language Roundtable levels (Foreign Service Institute levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. "S" indicates speaking ability and "R" indicates reading ability. For more in-depth description of the levels refer to USAID Handbook 28.

2. Limited working proficiency

S Able to satisfy routine social demands and limited work requirements.

R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects.

3. General professional proficiency

S Able to speak the language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations.

R Able to read within a normal range of speed and with almost complete comprehension.

4. Advanced professional proficiency

S Able to use the language fluently and accurately on all levels.

R Nearly native ability to read and understand extremely difficult or abstract prose, colloquialisms and slang.

5. Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker.

R Reading proficiency is functionally equivalent to that of the well-educated native reader.

PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate overseas logistic support and allowances; the educational information provides an indication of qualifications; the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary.

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

United States Agency for International Development
Procurement Policy Division (M/OP/P)
Washington, DC 20523-1435;
and
Office of Management and Budget
Paperwork Reduction Project (0412-0520)
Washington, DC 20503

A.I.D. CONTRACTOR EMPLOYEE PHYSICAL EXAMINATION FORM

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average 4 hours, per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Agency for International Development, FA/PPE, Room 1600H, SA-14, Washington, D. C. 20523-1435; and to the Office of Management and Budget, Paperwork Reduction Project, (0412- 0336), Washington, D. C. 20503.

TO BE COMPLETED BY EXAMINEE. (Please print all sections in INK or use TYPEWRITER)

1. NAME OF EXAMINEE (Last, first, middle)			2. CONTRACT NUMBER		3. DATE	
4. DATE OF BIRTH		5. PLACE OF BIRTH		6a. CITIZENSHIP		6b. SSN (Employee)
7. MAILING ADDRESS IN THE U.S. Phone Number: ()				8. NAME AND ADDRESS OF CONTRACTOR Contact person: Telephone: ()		
9. NAME OF YOUR HEALTH PLAN				10. POST OF ASSIGNMENT: Arrival Date: Length of Tour		
11. IF DEPENDENT, FULL NAME OF SPONSOR:						
12. FAMILY HISTORY (If relative has a chronic disease, Specify)						
Relation	Age	State of Health	If dead, cause of death	Age at Death	Dependents Accompanying Employee	Age
Father					Spouse	
Mother					Child	
					Child	
Brother					Child	
Sister					Child	
				13. Has any blood relative (parent, brother, sister, children) had		
				YES	NO	(Check each item)
						Allergies
						Diabetes
						Glaucoma
						Heart Disease
						High Blood Pressure
						Cancer (type)
						Emotional Disease
14. a. Examinee's statement (or evaluation) of present health:						
b. Medication currently used (Please list)						
ANSWER ALL QUESTIONS Do not use "PA" (Previously Answered)						
15. DATE OF LAST EXAMINATION				16. Any special examination or treatment indicated at present time		
Purpose of examination:				<input type="checkbox"/> Yes (Specify) <input type="checkbox"/> No		
Result of examination:				17. Do you have any condition which would limit your assignment because of climate, altitude, isolation, or other factors?		
				<input type="checkbox"/> Yes (Specify) <input type="checkbox"/> No		

DO NOT WRITE IN SPACE BELOW

PRIVACY ACT STATEMENT: This information is requested for the purpose of assisting the physician to determine your medical status. Failure to provide full information concerning your health could result in the hampering of the medical review process. The information on this form is solely used for medical and administrative purposes. No one other than the reviewing physician and staff will have access to the medical form and information without the examinee's written authorization.

CHECK EACH ITEM "YES" OR "NO". EACH ITEM CHECKED "YES" MUST BE FULLY EXPLAINED IN BLANK SPACE ON RIGHT					
YES	NO				
		18. Have you had any significant illness or injury not noted elsewhere? (specify condition and dates)			
		19. Have you ever been a patient in a mental hospital or sanatorium, or been treated by a psychiatrist or psychologist? (Give date, name of doctor and/or hospital, and type of illness)			
		20. Have you been denied life insurance? (Give details)			
21. DO YOU NOW HAVE OR HAVE YOU EVER HAD THE SYMPTOMS LISTED BELOW? (Indicate "Yes" or "No" To Each Item)					
YES	NO	(Check Each Item)	YES	NO	(Check Each Item)
		Frequent or severe headaches			Kidney trouble, stone or blood urine
		Epilepsy, fits or fainting spells			Sugar or albumin in urine
		Eye trouble or visual defect in either eye			Diabetes
		Skin disease			Rheumatic fever
		Ear, nose or throat trouble			Arthritis, rheumatism or joint pains
		Severe tooth or gum trouble			Painful or "stuck" shoulder or knee
		Asthma			Bone, joint or other deformity
		Hayfever or other allergies			Recurrent back pain: wear a back support or brace
		Shortness of breath			Recent gain or loss of weight
		Chronic cough			Malaria, amoebic dysentery or other Tropical disease
		Coughing up blood			Stutter or stammer habitually
		Tuberculosis, or close association with anyone who had or has tuberculosis			Frequent trouble sleeping
		Pain or pressure in chest			Nervous trouble of any sort
		Palpitation or pounding of heart			Depression or excessive worry
		Swelling of feet or ankles			Attempted suicide
		High blood pressure			Any drug or narcotic habit (specify)
		Frequent indigestion			Excessive bleeding after injury or tooth extraction
		Stomach, liver or intestinal trouble			Any reaction to serum immunization, drug or medicine
		Gall bladder trouble or gall stones			Tumor, growth, cyst, or cancer
		Jaundice or hepatitis			Do you use alcohol?
		Rupture or hernia			Are you a cigarette smoker?
		Piles or other rectal disease			Do you use any medication regularly? (specify)
		Blood in or on stool, or black (Tarry) stool			
		Frequent or painful urination			
FEMALES ONLY					
Specify any GYN surgery or disease:					
Date of last Menses: / /					
I CERTIFY THAT I HAVE READ THE ABOVE INSTRUCTIONS AND ANSWERED ALL QUESTIONS TRULY AND COMPLETELY TO THE BEST OF MY KNOWLEDGE.					
22. TYPED OR PRINTED NAME OF EXAMINEE			DATE		SIGNATURE OF EXAMINEE
NOTE For the Examining Physician: Please review the Medical History and make appropriate comments on all positive historical data. You are required to inform the examinee of any abnormality which you have noted and/or which may require medical attention.					
23. SIGNIFICANT AND/OR INTERVAL HISTORY: (Note: the examining physician MUST COMMENT on all items checked "Yes" in items 18-21).					

(To Be Completed And Signed By The Examining Physician)

GUIDELINES FOR EXAMINING PHYSICIAN: The individual you are examining will be serving at one of a variety of overseas posts. Many of these posts are remote, unhealthful, and have limited or no medical support such as doctors, nurses, laboratory facilities, and hospitals. Many illnesses and injuries that can be handled routinely in developed countries such as the U.S., become major or life threatening problems in many underdeveloped overseas locations.

The effect of adverse environmental conditions, such as altitude, air pollution, poor sanitation, and exposure to tropical diseases, on any existing medical problem should be considered.

Please evaluate thoroughly all items listed on the examination form. It is most important that you:

- Comment on all items checked "Yes" on the medical history, Items 15-21.
- Record all physical findings after completing the examination as requested.
- Order and record (or attach copies of) all laboratory and x-ray data requested. We do want all of the tests completed as requested for the age of the examinee. Guidelines for age are noted on the physical examination form.
- Comment on all indicated follow-up examinations and conditions that may require frequent observation or prolonged treatment.
- Sign and date that portion of the examination form completed by you.

<p>24. RACE (Check one)</p> <p><input type="checkbox"/> white <input type="checkbox"/> black <input type="checkbox"/> other _____</p> <p>26. HEARING</p> <p>SPOKEN VOICE: right <input type="checkbox"/> normal <input type="checkbox"/> abnormal</p> <p>left <input type="checkbox"/> normal <input type="checkbox"/> abnormal</p> <p>AUDIOGRAM: (performed if indicated by gross evaluation)</p> <p>Frequency in Hertz and levels in decibels.</p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td></td> <td>500</td> <td>1000</td> <td>2000</td> <td>4000</td> </tr> <tr> <td>right</td> <td><div style="border: 1px solid black; width: 40px; height: 20px;"></div></td> <td><div style="border: 1px solid black; width: 40px; height: 20px;"></div></td> <td><div style="border: 1px solid black; width: 40px; height: 20px;"></div></td> <td><div style="border: 1px solid black; width: 40px; height: 20px;"></div></td> </tr> <tr> <td>left</td> <td><div style="border: 1px solid black; width: 40px; height: 20px;"></div></td> <td><div style="border: 1px solid black; width: 40px; height: 20px;"></div></td> <td><div style="border: 1px solid black; width: 40px; height: 20px;"></div></td> <td><div style="border: 1px solid black; width: 40px; height: 20px;"></div></td> </tr> </table>			500	1000	2000	4000	right	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	left	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	<p>25.</p> <p>HEIGHT _____ in. or _____ cm.</p> <p>WEIGHT _____ lbs. or _____ kg.</p> <p>27. DISTANT VISION</p> <p>right 20/ _____ corrected 20/ _____</p> <p>left 20/ _____ corrected 20/ _____</p> <p>28. INTRAOCULAR TENSION (Over Age 40)</p> <p>right _____ mmHg left _____ mmHg</p> <p>29. PULSE (Sitting)</p> <p>30. BLOOD PRESSURE (Sitting)</p>	
	500	1000	2000	4000														
right	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>														
left	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>														
<p>CLINICAL EVALUATION: (Describe every abnormality in detail. Enter pertinent item number before each comment.)</p>																		
NORMAL	Check Each Item As Indicated. Enter "NE" if Not Evaluated.	ABNORMAL	DESCRIBE ABNORMAL FINDINGS															
	31. Head, Face, Neck and Scalp																	
	32. Nose and Sinuses																	
	33. Mouth and Throat																	
	34. Ears — including otoscopic																	
	35. Eyes — including ocular mobility, pupillary reaction and ophthalmoscopic (visual acuity under Item 27)																	
	36. Lungs and Chest (includes breast)																	
	37. Heart (thrills, size, rhythm, sounds)																	
	38. Vascular system (varicosities, etc.)																	
	39. Abdomen and Viscera (includes hernia)																	
	40. Anus and Rectum (hemorrhoids, fistulae, prostate)																	
	41. Endocrine System																	
	42. G-U System																	
	43. Extremities (strength, range of motion)																	
	44. Spine, Other Musculoskeletal																	
	45. Identifying body marks, scars, tattoos																	
	46. Skin, lymphatics																	
	47. Neurologic																	
	48. Psychiatric (specify any personality deviation)																	
	49. Pelvic (over age 21) (Papnicolaou done <input type="checkbox"/>)																	
	50. Sigmoidoscopy (over age 50 or if indicated)																	
			Papnicolaou Result Class _____															

ALL TESTS ARE REQUIRED UNLESS OTHERWISE SPECIFIED

NAME OF EXAMINEE:		(LAST)	(FIRST)
51. HEMATOLOGY (all ages) Hematocrit _____ % Hemoglobin _____ gms WBC _____ /cmm Differential: Granulocytes _____ % Lymphocytes _____ % Eosinophils _____ % Other _____ %		52. STOOL EXAM FOR OCCULT BLOOD (40 yrs. and over or when indicated) a. Pos _____ Neg _____ b. Pos _____ Neg _____ c. Pos _____ Neg _____ X3 on successive days	
		53. ECG (40 YRS. and over or when indicated). Submit all tracings. Result: _____	
		54. CHEST X-Ray (Required for all examinations for persons age 18 and over or when otherwise indicated.) Date: _____ Results: _____	
55. SCREENING CHEMISTRY PROFILE TO INCLUDE: (FASTING) 18 yrs. and over Blood Glucose _____ Cholesterol _____ Creatinine _____ Uric Acid _____ SGPT _____ SGOT _____ Alk Phos _____ Bilirubin _____		56. URINALYSIS (all ages) Specific Gravity _____ Albumin _____ Sugar _____ WBC _____ RBC _____ Casts _____ Other _____	
		57. TUBERCULIN TEST: PPD (all ages) Date _____ Results: _____ mm of induration Previously positive Yes _____ No _____ Previous BCG Yes _____ No _____	
		58. G6PD (If going to Malarial areas) Normal _____ Deficient _____	
		59. MAMMOGRAPHY (suggested if over age 40 and if clinically indicated) Results and Date: _____	
		60. SICKLE HEMOGLOBIN (when indicated) Present _____ Not Present _____	
61. SEROLOGY (specify test and results) (12 yrs. and over) STS _____ HIV (optional) _____			
62. ASSESSMENT OF SIGNIFICANT FINDINGS		RECOMMENDATION FOR TREATMENT/FURTHER STUDY	
In my opinion, the employee is physically qualified to engage in the type of activity for which he/she is employed, and employee and/or dependent is physically able to reside in _____ (the country of assignment).			
63. TYPED NAME OF EXAMINING PHYSICIAN		SIGNATURE	
ADDRESS:		CITY	STATE
TELEPHONE		ZIP	

Attachment 4

SAMPLE GUIDELINE
FOR
QUARTERLY PERFORMANCE REPORTS
(for technical or professional services contracts)

Contractor _____
Contract # _____
Reporting period: _____ to _____

Section I- CONTRACTOR'S REPORT

Section I, which the contractor prepares, consists of two parts. The first part is a narrative of progress on major activities and the second part requires data entry

A. Narrative:

The narrative should cover each of the five elements described below. Element #1 should not exceed a paragraph. Element #2 may require a short paragraph to summarize each expected result. For element #3, a sentence on each activity should be sufficient to describe what is in process during the quarter. (Distinguish among core, buy-in and sub-contracting activities) Element # 4 is the essential part of the report. Of particular interest are issues regarding timeliness, technical quality and cost-effectiveness of each of the activities or delivery orders in progress. Element # 5 provides the opportunity to draw attention to possible problems or to adjustments

1. Background: Describe briefly the overall contract final objective in terms of level of effort, if appropriate, and total estimated cost needed to accomplish objective.
2. Expected Results: Summarize the specific results expected at conclusion of contract
- 3a. Current core activities: Describe briefly each of the major activities in process during current quarter as found in work plans and/or contract.
- 3b. Current buy-ins: Summarize objective of each active delivery order under companion contract.

3c. Current subcontracting activities: Describe briefly each subcontracting activity and identify the subcontractor.

4. Performance: For each of the activities described in number 3a (core), b (buy-ins), and c (subcontracting) above, state whether on-target or not, and comment, particularly in terms of comparing actual accomplishments with the objectives, deliverables, or requirements established for the period, and explain reasons why objectives, deliverables or requirements were not met, as appropriate.

5. Statement of Work: Comment as to whether circumstances have changed which would require modification in any elements of the statement of work.

Level of effort data should be expressed in person months and needs to be furnished on level of effort contracts only. Financial data may be an estimated amount and can be rounded to the nearest thousandth.

B. Administrative Information:

Contract Data: Total level of effort* _____ p/m
 Total estimated cost \$ _____

1. Level of effort* (last three months): _____ p/m
2. Cumulative level of effort* _____ p/m
3. Unused level of effort* _____ p/m
4. Expenditures (last three months): \$ _____
5. Cumulative expenditures to date: \$ _____
6. Remaining unexpended balance: \$ _____

*Applies to level of effort contracts only

Section II - PROJECT OFFICER'S COMMENTS

The cognizant project officer, acting in his/her capacity as the contract officer's technical representative as specified in the contract agreement, will complete section II and pass his/her comments on to the cognizant contracting officer. The project officer will acknowledge receipt and provide feed-back, as appropriate, to

1. Comment on contractor's technical performance (quality of technical assistance, professional services, and/or products) and provide examples, if appropriate.
2. Comment on contractor's administrative performance (timeliness in meeting schedules and/or delivering materials/products) during the quarter and give example(s), if appropriate.
3. Comment on contractor's management (cost-effectiveness, quality of communication with staff and with USAID for the quarter and provide examples as appropriate.
4. React to contractor's assessment of performance regarding any of the activities/deliverables described in section IA, number 4 above.
5. Note areas for potential contractor improvement regarding management/provision of any services related to the activities/deliverables and/or specific contract results.

Project Officer/Office Symbol. _____ Date _____

Section III - CONTRACT OFFICE'S COMMENT

The cognizant Contract Office personnel will complete Section III in consultation with the cognizant project officer and mutually agree on any actions that need to be

1. Comment on any areas of concern particularly regarding Contractor's response to questions 4 and 5 in Section I above and Project Office's response to question 3 in Section II above.
2. Identify actions to support, correct, or improve contractor's performance (show-cause notice, cure notice, contract modification, incremental funding, technical direction to contractor, approvals and/or clearances, interpretations of statement of work or adjustments in work plans, feed-back to contractor regarding performance and/or deliverables) that need to be taken and indicate action officer and due date.

Contract Officer/Office Symbol _____ Date _____

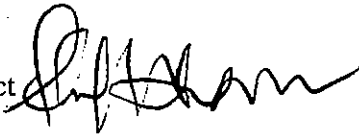
File: p:\oppub\docs\qreport.x13

John Snow, Incorporated

1616 N. Fort Myer Drive 703 528 7474 Voice
11th Floor 703 528 7480 Fax
Arlington - Virginia jsinfo@jsi.com Email
22209



TO: Herbert R. Hansen, Sr. Associate Dean for Finance and Administration
Johns Hopkins University, Center for Communication Programs

FROM: Abul Hashem, Project Director
John Snow, Inc., MCH TASC Project 

RE: Amendment #1 to Subcontract MCH TASC 15136-0805-001
Women's Reproductive Health Initiative (TASC/Romania)

DATE: August 17, 2001

CC: Susan Dugan, Sponsored Projects/Finance Manager, JHU/CCP

The purpose of this amendment is to revise the obligated amount and completion date for the subcontract between John Snow, Inc. and Johns Hopkins University/Center for Communication Programs for the TASC/Romania Project.

Modification

Please make the following changes to the subcontract:

Part I, Section A – Subcontract Information;

A.5: Completion Date :

Replace August 29, 2001 with September 28, 2001

A.6: Total Amount Obligated:

And Section B.4 Ceiling Price and Obligated Amount, c) Obligated Amount:

Replace the Section with the following text:

Obligated Amount: Within the total estimated costs of this subcontract, and the available funds from USAID, \$64,163.50 is currently obligated for reimbursement of allowable costs. With the increased obligation, a **total of \$164,163.50** has been obligated to the Subcontract. JSI will not reimburse the subcontractor for any amount which exceeds the amount obligated to the subcontractor.

Center for Communication Programs

School of Hygiene and Public Health
111 Market Place - Suite 310
Baltimore, Maryland 21202 USA
Telephone (410) 659-6300 / Fax (410) 659-6266
Telex 240430 JHUPCS UR

November 8, 1999

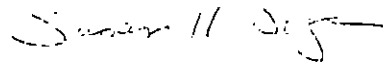
Mr. Abel Hashem
Project Administrator
John Snow, Inc.
1616 N. Fort Myer Drive
11th floor
Arlington, VA 22209

Subject: Subcontract No. MCH-TASC 15136-0805-001
Women's Reproductive Health Initiative (WRHI) - Romania

Dear Mr. Hashem:

We have signed both copies of the subject subcontract and are returning one to you.
Thank you very much for your efforts in the preparation and approval of these documents.

Sincerely,



Susan H. Dugan
Sponsored Projects/Finance Mgr.
Center for Communication Programs

...jsiroman.doc

EXHIBIT C

Karen Angelici - 6/29/05

Page 1

1 UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF MASSACHUSETTS

3 R. ROBERT LEDERER

4 Plaintiff

5 vs.

CIVIL NO:

6 JOHN SNOW, INC. AND

04-10284-NG

THE JOHNS HOPKINS UNIVERSITY

7 CENTER FOR COMMUNICATION PROGRAM

8 Defendants

9 The deposition of KAREN ANGELICI was taken
10 on Wednesday, June 29, 2005 commencing at 1:30 p.m. at
11 the Johns Hopkins University, 3400 North Charles
12 Street, Suite 113, Baltimore, Maryland 21218, before
13 Paula J. Eliopoulos, Notary Public.
14
15
16
17
18
19
20

21 REPORTED BY: Paula J. Eliopoulos

Karen Angelici - 6/29/05

<p style="text-align: right;">Page 2</p> <p>1 APPEARANCES:</p> <p>2 DAVID B. STEIN, ESQUIRE (VIA PHONE)</p> <p>3 On behalf of the Plaintiff</p> <p>4 ANDREW F. CAPLAN, ESQUIRE (VIA PHONE)</p> <p>5 On behalf of John Snow, Inc.</p> <p>6 ROBERT W. HEALY, ESQUIRE</p> <p>7 PHILIP S. ROBERTS, ESQUIRE</p> <p>8 JOHN F. ROONEY, III, ESQUIRE (VIA PHONE)</p> <p>9 On behalf of John Hopkins University</p> <p>10 ALSO PRESENT: Robert Lederer (via phone)</p>	<p style="text-align: right;">Page 4</p> <p>1 A. Karen Elaine Angelici.</p> <p>2 Q. And where do you reside, Ms. Angelici?</p> <p>3 A. In Baltimore City. Do you want an</p> <p>4 address?</p> <p>5 Q. That's okay.</p> <p>6 And what is your business address, please?</p> <p>7 A. 210 Guilford Avenue, second floor,</p> <p>8 Baltimore, Maryland 21202.</p> <p>9 Q. And with whom are you employed,</p> <p>10 Ms. Angelici?</p> <p>11 A. Johns Hopkins University.</p> <p>12 Q. And what is your position at Johns Hopkins</p> <p>13 University?</p> <p>14 A. I have an appointment as a faculty</p> <p>15 associate in the Department of International Health at</p> <p>16 the School of Public Health.</p> <p>17 Q. And how long have you been employed by</p> <p>18 Johns Hopkins?</p> <p>19 A. About eight years.</p> <p>20 Q. So approximately 1997; is that correct?</p> <p>21 A. Actually, I started in December of '96.</p>
<p style="text-align: right;">Page 3</p> <p>1 STIPULATION</p> <p>2 It is stipulated and agreed by and between</p> <p>3 counsel for the respective parties that the filing of</p> <p>4 this deposition with the Clerk of Court be and the</p> <p>5 same is hereby waived.</p> <p>6 -----</p> <p>7 Whereupon,</p> <p>8 KAREN ANGELICI,</p> <p>9 called as a witness, having been first duly sworn to</p> <p>10 tell the truth, the whole truth, and nothing but the</p> <p>11 truth, was examined and testified as follows:</p> <p>12 EXAMINATION BY MR. STEIN:</p> <p>13 Q. Good afternoon, Ms. Angelici.</p> <p>14 A. Good afternoon.</p> <p>15 Q. As you know, my name is David Stein. I</p> <p>16 represent the Plaintiff in this action, Dr. Robert</p> <p>17 Lederer. And I'm going to ask you a series of</p> <p>18 questions this afternoon concerning your involvement</p> <p>19 with respect to Mr. Lederer and the Romania project.</p> <p>20 Could you please state your full name,</p> <p>21 please.</p>	<p style="text-align: right;">Page 5</p> <p>1 Q. Have you always held the same position or</p> <p>2 has your position changed since you became employed at</p> <p>3 Johns Hopkins?</p> <p>4 A. It's changed.</p> <p>5 Q. What was your position when you got hired?</p> <p>6 A. I was hired as a program officer at the</p> <p>7 Hopkins Center for Communication Programs.</p> <p>8 Q. What did that job entail?</p> <p>9 A. I oversaw a behavior change communication</p> <p>10 project in the country of Moldavia. That's what I was</p> <p>11 hired for.</p> <p>12 Q. And did that position change at some</p> <p>13 point?</p> <p>14 A. Yeah. Over the years I gradually got</p> <p>15 promoted over time.</p> <p>16 Q. Okay. Can you just kind of give me a</p> <p>17 brief history of your employment there?</p> <p>18 A. Yes. I was a program officer, I'm not</p> <p>19 sure how long, about a year. Program Officer I. I</p> <p>20 was promoted to a Program Officer II a few years</p> <p>21 later. Then I was promoted to a Senior Program</p>

2 (Pages 2 to 5)

Karen Angelici - 6/29/05

Page 14

1 fair to say?

2 A. Yes.

3 Q. And that role was to, you said, hire, I
4 didn't hear exactly, you said your role was, to hire a
5 what?6 A. Hire a consultant to go to Romania for an
7 8 to 10 month assignment with JSI.8 Q. What kind of consultants were you asked to
9 hire?

10 A. A doctor, specifically.

11 Q. And what was your understanding as to what
12 this doctor's role would be as a consultant in
13 Romania?14 A. My understanding is that the doctor was
15 supposed to provide technical assistance to clinics
16 and several regions of Romania in the area of quality
17 assurance, service delivery.

18 Q. Anything else?

19 A. Not that I recall.

20 Q. I'd like, Ms. Angelici, I'd like to refer
21 to an Exhibit, please.

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1 stipulations for this case?

2 MR. STEIN: Yes.

3 MR. CAPLAN: You might want to tell them
4 to the reporter.5 MR. STEIN: Reserve all objections except
6 as to form of the question, motion to strike until the
7 time of trial. Is that satisfactory?

8 MR. CAPLAN: Yes.

9 MR. HEALY: She has the document.

10 Q. Ms. Angelici, can you take a look at that
11 document, please?

12 A. Sure.

13 Q. Just for the record, this has already been
14 marked as Lederer Exhibit 3.15 MR. HEALY: Just for ease, assuming that
16 this document and others become exhibits, do you want
17 to remark them?18 MR. STEIN: I don't have to. If you guys
19 are okay just referring back to the exhibits that were
20 already marked, I don't have a problem with that.

21 MR. CAPLAN: That's fine.

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1 MR. ROONEY: David, again, for the record,
2 I had asked that these documents be sent to me prior
3 to the deposition for ease of the stenographer and
4 ease of everyone referencing them and they weren't.5 MR. STEIN: I agree that was obviously a
6 mistake on our end. It was supposed to be sent
7 overnight to you.8 MR. ROONEY: And they weren't. So, you
9 know, you're going to have to give the deponent
10 time --

11 MR. STEIN: Yes. Absolutely.

12 I'm referring to the exhibit -- it was
13 already marked as Exhibit 3 to Bob Lederer's -- Robert
14 Lederer's deposition. Do you have that, Bob?15 MR. HEALY: One moment. You said Lederer
16 number 3?17 MR. STEIN: Yes. Which was the scope of
18 work. The technical advisor for clinics, that's on
19 the top of the document.20 MR. CAPLAN: David, this is Andy here.
21 While he's looking, are we using the usual

Page 17

1 MR. ROONEY: That's fine with me. Do you
2 have a question about this document, David?

3 MR. STEIN: I do.

4 MR. ROONEY: Go for it.

5 Q. Ms. Angelici, have you ever seen this
6 document?

7 A. Yes.

8 Q. And what is it?

9 A. It's the scope of work for a technical
10 advisor for clinics.11 Q. And prior to today, you have seen this
12 document before?13 A. I don't recall seeing this document,
14 but --

15 Q. Do you know who prepared this document?

16 A. No.

17 Q. You're not sure if you've seen it before
18 today?19 A. I don't remember seeing it, but we
20 typically have a scope of work for our consultants.

21 Q. Is this the scope of work for the

5 (Pages 14 to 17)

Karen Angelici - 6/29/05

Page 18

1 consultant that you were hired -- I mean that you were
2 asked to hire?

3 A. It appears to be.

4 Q. And why do you say it appears to be?

5 A. Because I don't remember the exact scope
6 of work that was drafted for this assignment.

7 Q. At the time that you came onboard,
8 Ms. Angelici, had there already been a doctor
9 consultant on the project?

10 A. No.

11 Q. Are you familiar with whether there was at
12 any time a doctor consultant on the project?

13 MR. ROONEY: Prior to her involvement?

14 MR. STEIN: Prior to her involvement, yes.

15 A. I mean with certainty I can't answer that
16 question. But typically I would know of any staff
17 coming through the department hired by us.

18 Q. You don't recall specifically whether
19 there was a doctor consultant with respect to this
20 project prior to your involvement?

21 A. No. I don't think there was.

Page 19

1 Q. At the time that Ms. Leskin turned the
2 project over to you, there was no doctor consultant;
3 is that correct?

4 MR. ROONEY: Objection. She said she
5 didn't know, David.

6 Q. No, at the time. Let me try to rephrase
7 the question.

8 At the time that Ms. Leskin turned the
9 project over to you, Ms. Angelici, was there a doctor
10 consultant onboard with respect to the project?

11 A. Not to my knowledge.

12 Q. When you were asked to hire this
13 consultant, what steps did you take to do so?

14 A. I was already handed information on
15 Dr. Lederer and told that -- Laurie Leskin told me she
16 had already spoken with Mr. Lederer. He was
17 interested in the position and I should set up an
18 interview. And so I did so.

19 Q. So at the time you came onboard, you were
20 already provided information with regard to
21 Dr. Lederer; is that correct?

Page 20

1 A. Yes.

2 Q. And did you contact him directly?

3 A. I don't recall.

4 Q. Do you know if anybody else would have
5 contacted him directly?

6 A. It's possible my assistant may have
7 contacted him.

8 Q. Is that Erica Wagner?

9 A. Yes.

10 Q. Who was she? She was your assistant?

11 A. Yes.

12 Q. And what was her role as your assistant?
13 What did she do?

14 A. She served as secretary and program
15 assistant. She processed payments, contracts, handled
16 logistics. Provided overall support for all of the
17 projects.

18 Q. What was your understanding as to JSI's
19 role in hiring this doctor consultant for the Romanian
20 project?

21 A. JSI would have to approve anyone who Johns

Page 21

1 Hopkins planned to hire. Since they were the client,
2 we would require their approval.

3 Q. Who would actually pay this doctor
4 consultant?

5 MR. ROONEY: Objection.

6 Q. Are you familiar with how this doctor
7 consultant would have been paid? Who would have made
8 payments to him?

9 MR. CAPLAN: You mean, David, at the end
10 of the day who --

11 Q. At the end of the day.

12 A. Yes.

13 Q. Who was that?

14 MR. ROONEY: Objection.

15 A. Johns Hopkins would pay his salary.

16 Q. Johns Hopkins would pay the salary of the
17 doctor consultant?

18 A. Yes.

19 Q. You stated a few moments ago that you were
20 asked to set up a meeting with Dr. Lederer; is that
21 correct?

6 (Pages 18 to 21)

Karen Angelici - 6/29/05

<p style="text-align: right;">Page 70</p> <p>1 A. Someone did that. I don't recall the 2 outcome of that.</p> <p>3 Q. Was there an issue with yourself or 4 anybody else at JHU concerning that request by 5 Dr. Lederer?</p> <p>6 MR. ROONEY: Was there a concern, is that 7 what you said?</p> <p>8 Q. Yes.</p> <p>9 A. What do you mean?</p> <p>10 Q. Did anybody -- did yourself or anybody 11 else at JHU consider that was not appropriate, an 12 appropriate request by Dr. Lederer?</p> <p>13 MR. ROONEY: Objection. You can answer.</p> <p>14 A. That wasn't the issue. The issue was 15 whether the client would pay for it.</p> <p>16 Q. Was that an unusual request, in your 17 experience?</p> <p>18 A. The dollar amount, if I recall, was 19 extremely high for the inoculations requested. So 20 that I found unusual which is why we weren't certain 21 JSI would pay for it.</p>	<p style="text-align: right;">Page 72</p> <p>1 discussions with anybody else concerning Dr. Lederer 2 subsequent to that?</p> <p>3 MR. ROONEY: That she had?</p> <p>4 MR. STEIN: Yes.</p> <p>5 A. I'm sure I had discussions with other 6 people after the trip report submission.</p> <p>7 Q. Do you recall any specific conversations?</p> <p>8 A. I recall -- yes, I recall talking with JSI 9 about whether or not we would still pay him if he 10 never submitted an acceptable trip report. I had 11 similar discussions with my boss, Gary Saffitz.</p> <p>12 I had other discussions with my boss, Gary 13 Saffitz, who said Dr. Lederer was calling the 14 president and harassing her. You know, there were 15 various discussions about payment for Dr. Lederer and 16 the issue of the trip report being unacceptable.</p> <p>17 Q. At some point did you learn that 18 Dr. Lederer was not returning to Romania?</p> <p>19 A. I learned that I think almost before 20 Dr. Lederer even returned home from Romania. I can't 21 recall the specifics, but I recall seeing an e-mail</p>
<p style="text-align: right;">Page 71</p> <p>1 Q. How about the actual request itself for 2 the inoculations, did you consider that unusual based 3 on your experience?</p> <p>4 A. I don't know. A little unusual, perhaps, 5 but not within, you know, the realm of reasonableness, 6 I guess.</p> <p>7 Q. Had Dr. Lederer discussed with you the 8 fact that he actually wanted to bring his dog over to 9 Romania? Do you recall that at all?</p> <p>10 A. I vaguely recall that, yes.</p> <p>11 Q. What do you recall about that 12 conversation?</p> <p>13 A. Just that if he moved there long term he 14 wanted his dog -- he wanted us to pay for his dog to 15 be relocated as well.</p> <p>16 Q. And what was the result of that issue?</p> <p>17 A. It was a mute issue because this was a 18 short term consultancy for two weeks. So, to my 19 recollection, it wasn't further discussed.</p> <p>20 Q. Subsequent to your discussion with 21 Dr. Lederer about the trip report, do you recall any</p>	<p style="text-align: right;">Page 73</p> <p>1 from the head of the JSI Romania office that said we 2 do not want him to come back.</p> <p>3 Q. Who was that, do you recall?</p> <p>4 A. Who was that?</p> <p>5 Q. Yes.</p> <p>6 A. Walter Proper.</p> <p>7 Q. At some point were you aware that Walter 8 Proper was removed from the project?</p> <p>9 A. I was made aware, yeah, eventually that 10 that had happened.</p> <p>11 Q. Do you know why that happened?</p> <p>12 A. No.</p> <p>13 Q. Had anybody discussed with you problems 14 with Walter Proper on the project?</p> <p>15 A. No.</p> <p>16 Q. You had no discussions?</p> <p>17 MR. ROONEY: Objection.</p> <p>18 A. No.</p> <p>19 Q. I'm sorry if I asked you this question. 20 Who made the decision that this was going to be a 21 shorter term consultancy?</p>

19 (Pages 70 to 73)

Karen Angelici - 6/29/05

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1 A. JSI ultimately made that decision.
 2 Q. Did anybody from JSI discuss that with
 3 you?
 4 A. I don't recall how it was decided, but JSI
 5 gave us the final go ahead to hire Dr. Lederer for the
 6 two week assignment.
 7 MR. STEIN: I have nothing further.
 8 MR. CAPLAN: This is Andy Caplan up in
 9 Boston. I represent John Snow, Inc. and I have a few
 10 questions.
 11 EXAMINATION BY MR. CAPLAN:
 12 Q. On the Romania project, the project was
 13 ultimately being performed for USAID; is that correct?
 14 A. Yes.
 15 Q. And then John Snow, Inc. was the prime
 16 contractor to USAID?
 17 A. That was my understanding.
 18 Q. And, in turn, Johns Hopkins was a
 19 subcontractor to John Snow?
 20 A. Yes.
 21 Q. And as you stated, Johns Hopkins needed

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1 the approval of John Snow to make various decisions,
 2 including hiring consultants; is that correct?
 3 A. Yes.
 4 Q. Did John Snow ever give its approval --
 5 ever give Hopkins approval to hire Dr. Lederer for
 6 anything longer than a two week engagement?
 7 A. No.
 8 Q. And am I correct that it was Johns Hopkins
 9 and not John Snow who was responsible to pay Dr.
 10 Lederer his salary?
 11 MR. ROONEY: Objection.
 12 A. It was in our contract to pay Dr. Lederer
 13 for the consultancy if he met, you know, if he
 14 completed his scope of work.
 15 Q. What contract are you referring to?
 16 A. The consultancy contract dated 11-27 of
 17 2000.
 18 Q. You are referring to Dr. Lederer's Exhibit
 19 10?
 20 MR. HEALY: Unless we've looked at that
 21 today, Andy, no.

Page 76

1 Q. Maybe I didn't follow. Are you referring
 2 to the consultancy agreement, Dr. Lederer's
 3 consultancy agreement or something different?
 4 A. No, Dr. Lederer's consultancy agreement.
 5 Q. I thought we did look at that as Lederer's
 6 Exhibit 10?
 7 MR. HEALY: I thought it was Lederer
 8 Exhibit 29 we looked at today.
 9 MR. CAPLAN: Maybe I have the same thing
 10 with two different stickers on it. Let me just find
 11 29.
 12 Fair enough. So you were referring to
 13 Lederer Exhibit 29?
 14 A. Yes.
 15 Q. And Lederer Exhibit 29 accurately reflects
 16 the terms of Dr. Lederer's consultancy; is that
 17 correct?
 18 A. Yes.
 19 Q. Referring you to the first sentence. Dr.
 20 Lederer was hired for a short term appointment as a
 21 consultant for the Johns Hopkins University/Center for

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1 Communications Programs; correct?
 2 A. Yes.
 3 Q. And if I can refer you to the second page.
 4 Do you see, if you can look at the bottom,
 5 the signature line where it says accepted and agreed.
 6 Are you with me?
 7 A. Yes.
 8 Q. Right above there do you see in brackets
 9 the initials ELW?
 10 A. Yes.
 11 Q. Do you know whose initials those are?
 12 A. No.
 13 Q. Do you know if those are Erica Wagner's
 14 initials?
 15 A. They could very well be.
 16 Q. You have worked -- you've worked with her
 17 over a certain period of time?
 18 A. Yes.
 19 Q. Do you know if she has a practice of
 20 putting her initials on documents that she drafted?
 21 A. I don't recall, honestly.

20 (Pages 74 to 77)

EXHIBIT D

Lederer v. Snow and Johns Hopkins

R. Lederer, Vol. II, 5/11/05

SHEET 1 PAGE 1

Volume: II
 Pages: 1-356
 Exhibits: 39

UNITED STATES DISTRICT COURT
 FOR THE
 DISTRICT OF MASSACHUSETTS

DR. ROBERT LEDERER,

Plaintiff

Civil Action

VS

No. 04-CV-10284-NG

JOHN SNOW, INC. and
 THE JOHNS HOPKINS UNIVERSITY/
 CENTER FOR COMMUNICATION
 PROGRAMS,

Defendants

DAY TWO of DEPOSITION of DR. ROBERT LEDERER, a
 witness called on behalf of the Defendants, taken
 pursuant to the Massachusetts Rules of Civil
 Procedure, before Arlene Boyer, a Professional Court
 Reporter and Notary Public, in and for the
 Commonwealth of Massachusetts, at the offices of
 Melick, Porter & Shea, LLP, 28 State Street, Boston,
 Massachusetts 02109, on Wednesday, May 11, 2005,
 commencing at 9:40 a.m.

PAGE 3

3

INDEX

WITNESS DIRECT CROSS REDIRECT RECROSS
 ROBERT LEDERER
 (By Mr. Rooney) 9
 (By Mr. Caplan) 109
 (By Mr. Grygorcewicz) 329
 PRE-MARKED EXHIBITS

NO.	DESCRIPTION	PAGE
2	Letter to Mr. Lederer from Johns Hopkins dated May 11, 1999	6
3	Scope of Work for Technical Advisor for Clinics Document	6
4	E-Mail to Mr. Lederer from Ms. Liskin dated September 7, 2000	6
5	Letter to Ms. Liskin from Mr. Lederer dated September 8, 2000	6
6	E-Mail to Mr. Lederer from Mr. Rebbert dated October 2, 2000	6
7	E-Mail to Mr. Lederer from Ms. Wagner dated October 24, 2000	7
8	E-Mail to Mr. Lederer from Ms. Wagner dated November 21, 2000	7
9	E-Mail to Mr. Lederer from Ms. Wagner dated November 29, 2000	7
10	Fax to Mr. Lederer from Johns Hopkins dated December 1, 2000	7
11	Note to Mr. Lederer from Ms. Wagner dated December 1, 2000	8

PAGE 2

2

APPEARANCES

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 John Snow, Inc.

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 JAMIE ROWSELL, ESQ.
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 Kajko & Stein, LLP
 430 Bedford Street
 Lexington, Massachusetts 02420
 (781) 860-9500

Counsel for the Plaintiff

Also Present:
 Kenneth J. Olivola, Director
 John Snow, Incorporated

PAGE 4

4

PRE-MARKED EXHIBITS

NO.	DESCRIPTION	PAGE
12	Letter to Mr. Lederer from Ms. Wagner dated November 30, 2000	8
13	E-Mail to Mr. Lederer from Ms. Wagner dated December 18, 2000	8
14	Note to U.S.A.I.D. from Mr. Lederer dated January 2, 2001	8
15	E-Mail to Mr. Lederer from Ms. Angelici dated January 10, 2001	8
16	Letter to Mr. Hashem from Mr. Lederer dated January 5, 2001	9
17	E-Mail to Mr. Lederer from Ms. Monaghan dated January 31, 2001	9
18	E-Mail to Mr. Lederer from Ms. Monaghan dated January 30, 2001	9
19	E-Mail to Mr. Lederer from Mr. Rebbert dated October 2, 2000	179
20	Letter to Mr. Rebbert from Mr. Lederer dated October 3, 2000	182
21	E-Mail to Mr. Lederer from Ms. Wagner dated October 3, 2000	182
22	E-Mail to Mr. Lederer from Ms. Wagner dated October 24, 2000	191
23	E-Mail to Mr. Lederer from Ms. Wagner dated October 24, 2000	194
24	E-Mail to Mr. Proper from Mr. Lederer dated November 13, 2000	213
25	Contractor Employee Biographical Data Sheet	217

Lederer v. Snow and Johns Hopkins

R. Lederer, Vol. II, 5/11/05

SHEET 5 PAGE 17

PAGE 19

17

1 A Not on the tapes that I listened to.
 2 Q By qualifying that, am I to then assume that you
 3 believe there are tape recordings of
 4 conversations, but you just haven't found them or
 5 listened to them?
 6 A Yes.
 7 Q Just let me try to close the door on this issue.
 8 The approximate dozen or so that you found, were
 9 they located in one location?
 10 A No.
 11 Q They were located throughout your house?
 12 A No.
 13 Q Where were they located?
 14 A One set might have been in a cabinet near one
 15 phone.
 16 Q Was there more than one set?
 17 A A set of maybe three tapes.
 18 Q If you listened to approximately a dozen, where
 19 were the other approximate eight?
 20 A Somewhere within the distance you could throw a
 21 baseball.
 22 Q Would it be fair to say that you then searched
 23 within the area of the telephone for additional
 24 tapes?

19

1 Q It would appear that sometime in the spring of
 2 1999 or perhaps before that, you had
 3 correspondence with a Dr. Piotrow, P-i-o-t-r-o-w,
 4 regarding employment opportunities at Johns
 5 Hopkins; is that fair to say?
 6 A No, it isn't.
 7 Q What's unfair about that?
 8 A Well, I would frame my response that I may have
 9 received this letter, but I don't see it as -- I
 10 don't recall making a direct inquiry.
 11 Q Is that your correct address, post office box?
 12 A That's not my address.
 13 Q That's not your address. Do you have any memory
 14 of receiving that letter?
 15 A No, I don't.
 16 Q Do you have any memory of sending a note to Dr.
 17 Piotrow?
 18 A At this time, no, I don't.
 19 Q Do you know who Dr. Piotrow is?
 20 A I believe that she held a position of director I
 21 think for CCP.
 22 Q During this time period, May of 1999, were you
 23 working?
 24 A That's going back too far. I don't recall at

PAGE 18

PAGE 20

18

1 A I searched, giving it as much time as I could.
 2 Q And obviously, if there had been some
 3 conversations on there from Johns Hopkins or John
 4 Snow, you would have recalled those, correct?
 5 A During my recent search, yes.
 6 Q The first contact or the first interaction you
 7 had with --
 8 MR. CAPLAN: For the record, Ken
 9 Olivola is joining us as the representative of
 10 John Snow, Inc.
 11 MR. ROONEY: We just started some
 12 background information about documents and
 13 materials from day one. Your timing is good.
 14 I'm just about to get into I guess day two
 15 substance.
 16 Q Your first contact with Johns Hopkins would have
 17 been around 1999?
 18 A I don't recall.
 19 Q Let me show you this. I took the opportunity to
 20 mark it as Exhibit Number 2. Can you take a
 21 moment to read that, sir?
 22 A (Witness complies.)
 23 Q Did you have an opportunity to read it?
 24 A Yes.

20

1 this time.
 2 Q Well, do you recall if you were working at all in
 3 the calendar year 1999?
 4 A That, I can't recall at this time.
 5 Q What about the calendar year 2000?
 6 A In the calendar year 2000, yes, I was working for
 7 JSI/CCP.
 8 Q Prior to September of 2000, were you working?
 9 A I don't recall.
 10 Q How were you first contacted with regard to this
 11 particular project in Romania?
 12 A That's a good question. I believe, and this is
 13 to the best of my memory, that I believe it was
 14 either the HR manager, Mr. Rebbert, or Laurie
 15 Liskin I believe made contact with me.
 16 Q Do you recall the substance of that contact,
 17 whether it was a written communication, or was it
 18 telephone?
 19 A Probably both.
 20 Q Do you recall, though, as you sit here?
 21 A Probably both.
 22 Q Let me show you this, sir, which is Exhibit
 23 Number 4. It appears to be an e-mail from Laurie
 24 Liskin to you dated September 7, 2000.

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SHEET 6 PAGE 21

21

1 (Pause.)
 2 Q Have you had an opportunity to read it?
 3 A I have.
 4 Q Having had an opportunity to review this, is it
 5 your memory that this was the initial contact to
 6 you regarding this Romanian project?
 7 A Honestly, I don't remember if this was the
 8 initial contact. That is my e-mail address.
 9 Q Have you seen any documents recently which would
 10 have pre-dated September 7, 2000 from Johns
 11 Hopkins?
 12 A I'm sorry, I don't recall.
 13 Q Do you recall whether or not you responded to
 14 this e-mail either by way of e-mail or by way of
 15 letter?
 16 A It's too far back for me to remember.
 17 Q Is there anything else you wanted to add?
 18 A Go ahead.
 19 Q In this, it indicates that they were looking for
 20 someone who could spend up to eight months, or
 21 failing that is available to come for several
 22 long technical assistant trips. Did I read that
 23 correctly?
 24 A I'm reading it with you.

PAGE 22

22

1 Q Did you have a telephone conversation with Ms.
 2 Liskin about either that eight-month period of
 3 time or the several long technical assistant
 4 trips?
 5 A I don't recall speaking to her about several long
 6 assistant trips.
 7 Q Do you recall speaking to her about the eight-
 8 month commitment?
 9 A I remember speaking to her about her need to fill
 10 a position that would be for the duration of the
 11 project in Romania.
 12 Q This was an initial discussion or one of the
 13 first?
 14 A This was a discussion that I had with Ms. Liskin.
 15 Q And you'd agree with me, sir, that no agreement
 16 or contract came out as a result of this
 17 discussion?
 18 A Out of my initial conversation with Ms. Liskin,
 19 no contract was made.
 20 Q At some point, did you have conversations or
 21 communications further with Johns Hopkins or John
 22 Snow with regard to this project?
 23 A Yes.
 24 Q Do you recall the next step in the process after

PAGE 23

23

1 speaking with Ms. Liskin?
 2 A I'm sorry. It's been too much time.
 3 Q As a result of Exhibit Number 4, you indicated
 4 that you do not recall whether or not you wrote a
 5 communication back; is that correct, you just
 6 don't recall?
 7 A My response to you is that I don't recall whether
 8 I wrote and phoned or phoned or wrote and then
 9 phoned. I can't tell you what the method or --
 10 Q Let me show you what I've marked as Exhibit 5.
 11 Does that appear to be a letter from you?
 12 A Yes.
 13 Q And this was after your initial conversation with
 14 Ms. Liskin about this project, correct?
 15 A I would assume.
 16 Q You say, "The chance to serve on this long-term,
 17 eight-month reproductive health project is
 18 equally intriguing and challenging," correct?
 19 A Correct.
 20 Q Then you mention further on that you "shall
 21 prepare for this assignment." Do you see where I
 22 read that?
 23 A Yes.
 24 Q What assignment were you preparing for?

PAGE 24

24

1 A The long-term Romanian Women's Reproductive
 2 Health Initiative.
 3 Q But at this point in time, you'd agree with me no
 4 details were known by you and no agreement had
 5 been fashioned?
 6 A There might have been a lot of conversation
 7 between us that would have encouraged me to make
 8 preparations.
 9 Q What specifically was said by Ms. Liskin that
 10 would have encouraged you to commit yourself for
 11 an eight-month project?
 12 A Again, my memory doesn't serve to repeat that at
 13 this time to you.
 14 Q You just don't remember?
 15 A I may have notes on that conversation.
 16 Q Where would those notes be?
 17 A I don't know at this time.
 18 Q Have you searched for those notes?
 19 A I've searched for a lot of notes, and may I
 20 inject that the area that I live in has been
 21 struck by the nation's worst natural disaster.
 22 Q I understand that, but my question was --
 23 A And my records are in disarray or been totally
 24 destroyed.

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1 concepts. I was disillusioned with some of the
 2 disorganization and some of the individuals who
 3 had positions of importance with the project.
 4 Q Would you agree with me that it was your feeling
 5 or your position that unless changes were made,
 6 you were not going to continue on with the
 7 project?
 8 A No, that's incorrect.
 9 Q So when you said "thereby attract me once again,"
 10 what did you mean by that?
 11 A I'll try it again.
 12 Q Yes, please do.
 13 A That big disillusion with what I had seen over
 14 there, I was waiting for the gentleman here, Mr.
 15 Olivola, to make the necessary changes that he
 16 was already contemplating and to therefore
 17 attract me to a new and improved project, which I
 18 was guaranteed to be a part of. It's just that
 19 he and others, I assume, would have to shuffle
 20 the deck.
 21 Q So you were looking to be attracted to a new
 22 project?
 23 A Not a new project. It was going to be -- make
 24 this akin to a baseball game. If your left

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1 Q Yes.
 2 A I would say that this is an interim --
 3 Q No. Go ahead.
 4 A I would say that this was an interim to provide
 5 them something for the files, as I was told,
 6 while awaiting the entire contract to get drawn
 7 up. And this was told to me by Wagner and
 8 Angelici and everything, but the time -- now all
 9 of a sudden after all of this background time, it
 10 was essential, because I should have been there
 11 much earlier to get on that plane.
 12 Q But I guess my question is you would agree that
 13 this is an agreement that you signed?
 14 A An interim agreement.
 15 Q An interim agreement you signed. And you would
 16 agree with me that when you read it and signed
 17 it, you understood what it was saying?
 18 A I will state that I disagreed with what it
 19 said.
 20 Q But you understood what it said, correct?
 21 A I can read.
 22 Q Would it also be your position that the terms and
 23 conditions that are in Exhibit Number 10 are
 24 different than or do not include terms and

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1 fielder falls down and gets up with a limp and
 2 now you realize you've got to replace that person
 3 or you possibly could lose a ball going out
 4 there. And essentially, this man was informed,
 5 Mr. Olivola, they have had that information prior
 6 to my flight up here, but that things were
 7 definitely unglued over there, to put it
 8 lightly.
 9 Q What conversations did you have with Hopkins as
 10 opposed to Snow relating to changes that you
 11 thought needed to be made?
 12 A I worked communally with both of them. I had
 13 more access to -- well, not upon my return, but I
 14 had more access to the individuals in Romania as
 15 I spoke to them about problems. But once I got
 16 back here, all they were interested in was a
 17 nice, clean response with smoked glass.
 18 Q If I could summarize your position, and I'd ask
 19 you whether or not you would agree with this or
 20 disagree, that the exhibit which constitutes --
 21 would you agree that your position is that
 22 Exhibit Number 10 is a written agreement between
 23 you and -- what does it say --
 24 A CCP.

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1 conditions that you talked about before this
 2 date?
 3 A Well, as you brought to my attention when I
 4 didn't see something on Page 2, that obviously
 5 some of the terms are accurate, but it was
 6 clarified to me that when they put that first
 7 sentence in there, nobody took responsibility
 8 for that. They may have even placed it in the
 9 hands of legal. But the fact is this was only
 10 really to be an insertion for the pre-vacation
 11 time.
 12 Q Would you agree with me that Exhibit Number 10
 13 does not incorporate what you say are additional
 14 terms and conditions that you had discussions
 15 with prior to signing this?
 16 A Yes.
 17 MR. ROONEY: That's all the questions I
 18 have, sir. Thank you very much.
 19 THE WITNESS: Thank you.
 20 MR. CAPLAN: If we can just take five
 21 so I can get organized here.
 22
 23 (Whereupon, a brief recess was taken,
 24 and John Rooney left the deposition.)

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1 A With Abdul Hashem?
 2 Q Yes.
 3 A Did I have any conversations. I don't believe
 4 so. Not that I recall.
 5 Q Prior to the meeting in Baltimore, did you have
 6 any conversations with anyone on behalf of JSI?
 7 Strike that.
 8 Prior to the Baltimore meeting, did you
 9 have any conversations with anyone at JSI?
 10 MR. CAPLAN: For the record, my
 11 colleague, Michael Sugrue, S-u-g-r-u-e, is going
 12 to be joining us for the afternoon.
 13 A Not that I recall.
 14 Q Prior to the Baltimore meeting, did you have any
 15 communications with anyone at JSI?
 16 A Not that I recall.
 17 Q So as best as you can recall, when you spoke with
 18 Abul Hashem in person in Baltimore, that was your
 19 first communication with anyone at JSI?
 20 A I believe so.
 21 Q At the Baltimore meeting, the folks you met with
 22 gave you some information about certain issues
 23 that were occurring on the ground over in
 24 Romania, correct?

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1 A Yes.
 2 Q And if my notes are accurate, they made you aware
 3 that the person who's replacement -- strike that.
 4 They were interviewing you as the possible
 5 replacement for a certain person at the Romanian
 6 project, correct?
 7 A I don't know if the person was still there.
 8 Q But you understood that you were being
 9 interviewed to possibly replace someone that had
 10 been at the Romanian project?
 11 A Yes.
 12 Q Did you know who that person was either by name
 13 or title?
 14 A They told me the name, but I -- at some point, I
 15 recalled it, and then I forgot it.
 16 Q Did you know the title or the position of the
 17 person you were replacing?
 18 A I thought she was a doctor.
 19 Q Did you understand that you were replacing the
 20 chief of party?
 21 A No.
 22 MR. STEIN: Sorry, what was that?
 23 THE WITNESS: The party.
 24 MR. CAPLAN: Chief of party.

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1 Q You understand Walter Proper was the chief of
 2 party at the Romanian project?
 3 A When I went there.
 4 Q Right. So you didn't think you were being
 5 interviewed to possibly replace him, did you?
 6 A No.
 7 Q It was someone else?
 8 A Yes, that was my understanding.
 9 Q And you understood from the conversation at the
 10 Baltimore meeting that the person you were being
 11 interviewed potentially to replace had fallen
 12 into some conflict with Susan Monaghan, who was
 13 the health mission contract officer for the U.S.
 14 mission in Bucharest, correct?
 15 A To the best of my memory here, there was a
 16 conflict ongoing between what she interpreted to
 17 be and what she helped to devise to be the scope
 18 of work and the ensemble there from JSI/CCP. And
 19 apparently, there was this individual whose name
 20 I wish someone would throw on the record. This
 21 individual apparently either -- there was
 22 friction somewhere along the line, and I thought
 23 that that friction was between that person and
 24 Susan, and that's my recollection.

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1 Q Susan worked for U.S.A.I.D.; is that correct?
 2 A Yes.
 3 Q And you understood that this whole project was
 4 under the auspices of U.S.A.I.D., correct?
 5 A Yes.
 6 Q You understood that JSI was the prime contractor
 7 for U.S.A.I.D.?
 8 A To my knowledge.
 9 Q And you understood that Johns Hopkins was a
 10 subcontractor to John Snow on this project?
 11 A This is interesting. I could never get it
 12 straight out of Ms. Angelici where the
 13 responsibility came between who was the prime,
 14 whether Hopkins had it or whether JSI had it, and
 15 she had to go back and forth to determine who
 16 really had the authority to write the contract.
 17 But then it became evident that the contract was
 18 going to come out of Hopkins.
 19 Q Let me see if I'm following you. When you say
 20 "the contract," do you mean that your contract
 21 for this assignment was to be between you and
 22 Johns Hopkins?
 23 A With an association with JSI, but the prime --
 24 you used the -- I believe you used the word

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1 prime. And the prime was something that I guess
 2 was still being thrown about between these
 3 individuals with whom I made conference.
 4 Q At some point before you left for Romania, did
 5 you gain clarity on that issue?
 6 A Actually, thinking back on that time, I think
 7 that they were tossing up as to who had the
 8 financial responsibilities for payment, where it
 9 was going to come, who was going to send the
 10 checks, where it was going to be directed from.
 11 They were very confused, and I tried to un-
 12 confuse the situation.
 13 Q Did you succeed? At some point before you left
 14 for Romania, did you understand that John Snow
 15 was the prime contractor on this project?
 16 A At some point, I understood that Snow was the
 17 contractor.
 18 Q And you understood that before you went to
 19 Romania, correct?
 20 A I can't answer that now.
 21 Q At some point, you came to understand that
 22 Hopkins was a subcontractor to Snow, correct?
 23 A I believe I have. Again, I've never seen the
 24 actual -- the hierarchy and how it's been divided

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1 A Yes.
 2 Q And that's something that you disclosed to Johns
 3 Hopkins and perhaps John Snow during the
 4 interview process, correct?
 5 A Yes.
 6 Q What was the extent of your prior experience
 7 working as a subcontractor to contractors on
 8 U.S.A.I.D. projects?
 9 A What was the extent? Subcontractor.
 10 Q One gig, a thousand gigs? Just give me a best
 11 sense of the extent of your experience as a
 12 subcontractor to U.S.A.I.D. contractors.
 13 A Two or three.
 14 Q Did you understand from that experience that
 15 prime contractors on U.S.A.I.D. projects needed
 16 U.S.A.I.D.'s blessing in order to hire a
 17 subcontractor?
 18 A Yes.
 19 Q Did you understand in this matter that the prime
 20 contractor needed U.S.A.I.D.'s blessing in order
 21 to hire the subcontractor position for which you
 22 were being interviewed?
 23 A Yes. Apparently, this is the route taken here.
 24 Q And you understood that when you were

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1 by U.S.A.I.D.
 2 Q Your best understanding in this matter is that
 3 John Snow was the prime contractor to U.S.A.I.D.,
 4 and Johns Hopkins was a subcontractor to John
 5 Snow, correct?
 6 A That really wasn't my primary interest, and I
 7 never really saw it formalized.
 8 Q That's not my question. I'm not asking what your
 9 top interest, your bottom interest, your medium
 10 interest is. I'm just asking you what you
 11 understood. My question is did you understand
 12 that on the cast of characters here, John Snow
 13 was the prime contractor, and Johns Hopkins was
 14 their subcontractor?
 15 A It wasn't clear to me.
 16 Q So you didn't understand that?
 17 A You might say.
 18 Q But you understood that wherever those two stood
 19 in the hierarchy, ultimately they worked for
 20 U.S.A.I.D.?
 21 A Yes. U.S.A.I.D. is the funding.
 22 Q You had prior experience yourself working as a
 23 subcontractor to other contractors for
 24 U.S.A.I.D., correct?

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1 interviewing, correct, based on your prior
 2 experience?
 3 A No, based on the information I was given.
 4 Q So you were told when you were interviewing for
 5 this position that before you could be hired,
 6 U.S.A.I.D. needed to give its blessing?
 7 A Yes.
 8 Q Who told you that?
 9 A Angelici and Abdul. Those are the two main
 10 players, yeah.
 11 Q Was that discussed at the Baltimore meeting?
 12 A Yes.
 13 Q Did you already know that before the Baltimore
 14 meeting?
 15 A It was made clearer.
 16 Q So that was clear to you?
 17 A Yes.
 18 Q Were you ever told that U.S.A.I.D. had given
 19 their blessing to hire you for a long-term
 20 consulting agreement?
 21 A Yes.
 22 Q When were you told that and by whom?
 23 A It may have been Wagner, it may have been
 24 Angelici, somebody from the office. They

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1 congratulated me. They said -- the term was
 2 concurrence. And they were waiting, and they
 3 were waiting, and they needed me out of there,
 4 and they finally received concurrence, and I was
 5 approved for the entire length of the project.
 6 Q That waiting was waiting and waiting after the
 7 Baltimore meeting, correct?
 8 A Right.
 9 Q And they were waiting for the U.S.A.I.D. blessing
 10 coming up to the potential departure date into
 11 late November, correct?
 12 A That was part of it, part of the wait.
 13 Q I understand there's other things you want to
 14 say. If we could focus on my question, we can
 15 get out quicker. I'm just trying to pinpoint the
 16 time frame. When you say waiting, waiting,
 17 waiting, the waiting took us all the way into
 18 late November, correct?
 19 A Yes.
 20 Q Do you have any specific memory of a conversation
 21 where you were told that U.S.A.I.D. concurrence
 22 for your hire had been received or obtained?
 23 A Yes. There were telephone message and telephone
 24 conversations.

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1 Q As best as you can --
 2 A In fact, it was in an e-mail, too, I believe.
 3 Q As best as you can recall, what were you told
 4 verbally was the concurrence? What were you told
 5 about that?
 6 A That I was approved for the entire project.
 7 Q And you recall receiving an e-mail to that same
 8 effect?
 9 A That concurrence had been approved.
 10 Q Did you receive an e-mail saying that concurrence
 11 was received for the entire project?
 12 A I don't recall.
 13 Q Sir, have you ever seen a single piece of paper
 14 from anyone other than yourself stating that you
 15 were hired for anything other than two weeks?
 16 A I don't recall.
 17 Q And that would be important to you?
 18
 19 (Whereupon, Jamie Rowsell arrived at
 20 the deposition.)
 21
 22 A To answer your question, yes.
 23 Q So it would be important to you to try to find a
 24 piece of paper coming out of either Snow or

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1 Hopkins that corroborated your position that it
 2 was an eight-month engagement, correct?
 3 A Well, there are documents that I've submitted to
 4 my attorney that talks about my long-term
 5 assignment and about the -- and about my --
 6 their agreement to have me serve for the entire
 7 project --
 8 Q Really?
 9 A -- for eight or nine months. Yes.
 10 Q You say you have documents that show an agreement
 11 to hire you for eight months?
 12 A It wasn't an agreement. There are words to the
 13 effect.
 14 Q So you say you have documents in this case --
 15 A When I say documents --
 16 Q Let me finish my question, sir, please. You have
 17 documents where in substance, either Snow or
 18 Hopkins tells you that there's a commitment or an
 19 agreement to hire you for eight months?
 20 A Not in those words. I don't believe in those
 21 words.
 22 Q What were the words, then?
 23 A I don't have the documents in front of me.
 24 Q Clearly, there's documents that discuss the

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1 possibility of a long-term assignment, correct?
 2 A Yes.
 3 Q There's no dispute in this case it was discussed.
 4 But I'm asking you as we sit here today, do you
 5 remember ever seeing a document that expressed
 6 either an agreement or a commitment for anything
 7 other than a two-week engagement?
 8 A I don't recall an agreement.
 9 Q A commitment?
 10 A A commitment, agreement.
 11 Q Do you recall any writing from Snow or Hopkins
 12 about a long-term engagement that discussed it as
 13 anything beyond a possibility or an option?
 14 A Well, the word option wasn't used, and the intent
 15 in the letter, as I read it, and my discussions
 16 preceding the letter being sent all indicated
 17 that if I were to be accepted by U.S.A.I.D. and
 18 concurrence was to be reached, and I was to pass
 19 all the hurdles, that length of time which is
 20 mentioned in prior correspondence and notes would
 21 apply to me.
 22 Q It's your sworn testimony that they told you that
 23 verbally?
 24 A In letter or verbally.

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1 ever ask for compensation greater than \$470 an
 2 hour (sic.)?
 3 A From these people?
 4 Q From them, or saw it fit to ask other people.
 5 A Well, sure, other people, but no, not from them.
 6 That was the agreed-upon amount.
 7 Q So it's your testimony today that you never
 8 approached John Snow or Johns Hopkins asking for
 9 greater than \$470 an hour (sic.) compensation
 10 after the Baltimore meeting, correct?
 11 A Right.
 12 Q Did you ask for compensation greater than \$470 an
 13 hour (sic.) prior to or at the time of the
 14 Baltimore meeting?
 15 A I believe that I -- I believe I sketched out a
 16 figure of more, but that wasn't the amount agreed
 17 upon verbally, if that's what you're getting at.
 18 I think on a form somewhere I sent in an upper
 19 range of what I would like, but I don't believe
 20 that that was what we -- I know it wasn't what we
 21 agreed upon in Baltimore.
 22 Q So you do recall at some point in time you sent
 23 in a form. Did you send it in to Johns Hopkins
 24 or Snow?

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1 A Don't recall. I think it was probably Hopkins,
 2 but I don't recall.
 3 Q Is it fair to say that Hopkins was your primary
 4 contact in negotiating this contract?
 5 A Yes and no.
 6 Q What's the yes part, and what's the no part?
 7 A Yes, insofar as they did a lot of the clerical;
 8 and no, insofar as they seemed to yield to all
 9 the authority that came out of, what is it,
 10 Farnsworth Street here in Boston.
 11 Q At any point in time, did the folks at Johns
 12 Hopkins tell you that they needed to obtain
 13 approval from John Snow in order to bring you on
 14 board?
 15 A That's why he was there. That's why Abdul was at
 16 the meeting.
 17 Q They told you that's why he was at the meeting?
 18 A Absolutely. They said you need to meet with
 19 Abdul, and if Abdul likes you and he likes what
 20 he has, he's known about some of, you know, the
 21 paperwork and so forth we've given, they've done
 22 a great -- you know, taken a lot of time to do
 23 whatever, you know, informative things that they
 24 need to come up with, and now all you have to do

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1 -- and this is what I was told on the phone -- is
 2 he has to accept you.
 3 Q So Johns Hopkins representatives told you that
 4 they needed approval from John Snow before you
 5 could be brought on board?
 6 A Both had to agree. That's what I was told.
 7 Q Who from Hopkins told you that?
 8 A To the best of my knowledge, going back some
 9 time, I believe it was Angelici.
 10 Q In the prior two or three times that you'd had an
 11 engagement as a subcontractor to a U.S.A.I.D.
 12 contractor, had you signed written contracts?
 13 A Yes.
 14 Q Did you understand based on your prior experience
 15 that that was a requirement, that agreements to
 16 hire subcontractors to work for U.S.A.I.D.
 17 contractors had to be reduced to a written
 18 agreement?
 19 A That was my understanding.
 20 Q And you understood in this case that your
 21 agreement to receive whatever assignment you were
 22 to receive would have to be reduced to a written
 23 contract?
 24 A That's my understanding.

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1 Q And you understood that at least in part from
 2 prior experience, correct?
 3 A Yes.
 4 Q Is that also something that the folks either from
 5 Hopkins or Snow mentioned to you, hey, when we're
 6 done with these negotiations, you're going to
 7 have to sign a written contract?
 8 A I brought it up.
 9 Q What did they say?
 10 A And they concurred.
 11 Q In Baltimore?
 12 A In Baltimore.
 13 Q What did you say, and what did they say about the
 14 contract?
 15 A Well, I said, you know, there are a lot of things
 16 here we haven't discussed, let me bring up some
 17 topics, and I brought them up. And I brought
 18 them up there, and I brought them up back at the
 19 office. And, you know, they'd have to check into
 20 a few of them, and they'd get back to me after I
 21 returned back to Florida. But I had a laundry
 22 list, and I wanted to see that they were met, and
 23 I said now we need to put it all down in
 24 contract, and they were having problems with

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1 communications between one another, between the
2 offices within CCP and JSI. They couldn't seem
3 to get themselves organized.

4 And I think even Ms. Wagner makes a
5 point in an e-mail, which I believe I gave my
6 attorney, in an e-mail sent to me in which she
7 kind of let a cat out a little bit by saying
8 they're having a bit of organizational problems.
9 Q So you told the reps from Hopkins and Snow that
10 you wanted the negotiated terms to be reduced to
11 a written contract, correct?

12 A That I expected a contract on all this, yes.

13 Q And they told you that it would be reduced to a
14 contract, correct?

15 A That it would be forthcoming, yes, and they were
16 going to get it all together and get my
17 reimbursements out and so forth.

18 Q Who were the folks on the other side of that
19 conversation that there would be a written
20 agreement for this arrangement?

21 A JSI and CCP; namely, Angelici and Abdul and Mr.
22 Rebbert. He was part of the -- he was part of
23 conversations that also came later.

24 Q It was important to you to have these

1 MR. STEIN: I think that was asked and
2 answered. John has asked him whether he made any
3 writings after that.

4 Q Did you, sir?

5 A There wasn't time.

6 Q So the answer is no writings?

7 A I don't recall writing.

8 Q Did you write to anyone after you signed the
9 agreement to take issue with anything that
10 appeared in the agreement or didn't appear in the
11 agreement?

12 A Anytime after, you mean from then to now?

13 Q Well, why don't we narrow it down. Fair comment.
14 At any point before you came back from Romania,
15 did you send a letter, a fax, an e-mail, a
16 scroll, anything --

17 A Andrew, have you been to Romania? Have you been
18 to Romania?

19 Q Sir, if we could just move it along. I
20 understand some of my questions may be humorous
21 to you, but I'm trying to get you in and out
22 today. Did you send any writings to anyone
23 raising any issues about what was or wasn't in
24 the letter agreement at any point in time before

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1 negotiations reduced to writing, correct?

2 A Yes.

3 Q There was a lot of requirements you were seeking
4 for this arrangement, correct?

5 A Yes.

6 Q And you wanted it to be reduced to a written
7 contract so you could be sure of what the terms
8 were, correct?

9 A Yes, and that they were carried out.

10 Q You understood that the contract would govern the
11 terms and conditions of your assignment, correct?

12 A Hopefully.

13 Q That was your expectation, correct?

14 A Yes.

15 Q I'm not sure there was an answer to this earlier.
16 If there was, I apologize. When you received the
17 November 27 letter agreement, what we're calling
18 the contract here, the two-week consultant
19 contract -- I believe it's Exhibit 10 -- at any
20 point before you signed it, did you write to
21 anyone to take any issues with the contents of
22 that agreement? I understand we've been on oral
23 agreements, but did you write to anyone raising
24 any issues about what appeared in that document?

1 you returned from Romania, and I'm including the
2 time when you had it before Romania?

3 A I had precious little time prior to leaving, and
4 while I was in Romania, I did all I could just to
5 stay up to the heavy schedule that they put
6 forth.

7 Q So the answer to my question is no writings,
8 correct?

9 A Not that I recall, no.

10 Q What's the first time that you remember writing
11 to anyone taking issue with anything that did
12 appear or didn't appear in the letter agreement
13 you signed?

14 A I just don't recall.

15 MR. STEIN: Go off the record for a
16 minute.

17 MR. CAPLAN: Sure.

18 (Whereupon, the luncheon recess was
19 taken, Mr. Stein left the deposition, replaced by
20 Ms. Rowsell.)
21
22
23
24

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AFTERNOON SESSION

BY MR. CAPLAN:

Q I want to clarify one point we went over. Based on your discussions with Snow and Hopkins about your assignment, did you understand that your agreement would be with Johns Hopkins?

A To the best of my recollection, my agreement would be a combined arrangement.

Q In regard to the salary piece, if you will, in your arrangement, so putting aside expenses and focusing on the salary, the hourly rate, did you understand that at least that portion of your agreement was between you and Johns Hopkins?

A No. Again, it was a tandem arrangement.

Q As we sit here today, do you have a specific memory of anyone at John Snow telling you that your arrangement was between yourself, Hopkins, and John Snow?

A Yes. Abdul Hashem made it very clear to me that he was totally involved in the decision-making and in the financial arrangements and in securing the U.S.A.I.D. concurrence and in many phases of my engagement.

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certain he could get it through. He gave me an upper region, and he said this is about it, and it really wasn't very hard.

Q I think what you're telling me is Abul Hashem was involved in the negotiations about the amount of your hourly rate, correct?

A And in the actual carrying out of the process of securing the concurrence from whoever handles the fiscal arrangements.

Q Abul Hashem was involved in negotiating your rate and in pursuing U.S.A.I.D. concurrence for your rate, correct?

A By his comments to me.

Q Separate from that, did Abul Hashem ever say to you that John Snow was the party that would be paying you your compensation? Strike that. Let me ask a different question.

Did you have an understanding of who would be paying you your hourly compensation, Hopkins or Snow?

A I was told by both parties and also Erika Wagner, and I often wondered where she entered into the picture, who would be paying me, and they kind of had a -- they kind of had some sort of concerns

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Q Do you have a specific memory of Abul Hashem ever telling you that John Snow was a party to the agreement with you in regard to your hourly compensation?

A Yes.

Q What did he say specifically on that point?

A Specifically on that point, after I broadcast to him what I would agree to, he said that he would directly -- he would directly address that issue and get concurrence.

Q Did he say anything further to you on the issue of whether or not John Snow was a party to the agreement in regard to your hourly compensation?

A Yes, essentially what I referred to before and the implications.

Q Putting aside implications, other than what you've testified to so far, did Abul Hashem specifically say anything else to you for the proposition that John Snow was a party to your agreement in regard to your hourly compensation?

A Yes. Essentially, he was going to work it out with CCP to determine how the succession of payments were going to come about, but the amount was going to be agreed upon because he was

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also, because I could hear them chatting between themselves. So it was a question of who was going to write the check, and you know, that wasn't clear. It wasn't clear to them.

Q Were you ever told who would be paying you your compensation hourly, putting aside the expense piece?

A Hourly. I would be paid per diem.

Q Fair enough. Were you ever told who would be paying you per diem, putting aside the expense piece?

A Not until I got back, and they were just going to cut me a check for just that short amount of time that I served.

Q So it's your testimony that that was the first time you were ever told who would be paying you your per diem, was when you returned from Romania?

A Right, because they still hadn't agreed on how these checks were going to be cut. I did testify, though, that they were supposed to be wired to an account.

MR. GRYGORCEWICZ: I have some here, too. These weren't entered. They were marked,

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1 didn't stipulate to or agree to.
 2 Q Let me just parse it out for a second. Your
 3 testimony is you didn't stipulate to it being a
 4 short-term appointment, correct?
 5 A Correct.
 6 Q But you did agree that you were a consultant,
 7 correct?
 8 A Correct.
 9 Q This says that you were a consultant for Johns
 10 Hopkins University/Center for Communication
 11 Programs. Is that consistent with your
 12 agreement?
 13 A No.
 14 Q Why not?
 15 A Because it doesn't mention John Snow.
 16 Q Put aside my first series of questions for a
 17 second. When you read this agreement, you
 18 understood it, correct? You understood it but
 19 disagreed with the substance?
 20 A Exactly.
 21 Q Is there anything in this --
 22 A With the substance and the omissions.
 23 Q Fair enough. But by the same token, you
 24 understood what the words on the page meant,

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1 correct?
 2 A Yes.
 3 Q Second paragraph, accurate or not accurate
 4 depiction of your agreement?
 5 A May I state something?
 6 Q No. Please answer my question.
 7 A All right. I understood what the words meant,
 8 but I didn't understand when I saw the term
 9 short-term appointment; how could they spell that
 10 out when I was only going over for a first part?
 11 That was to be, again, renewed, or I should say
 12 that I was taking only a break from that --
 13 Q So again, you understood the words on the page,
 14 but you had some confusion about why they chose
 15 to put those particular words on the page?
 16 A Yes, absolutely.
 17 Q Can you answer my question now, please, sir?
 18 A I'm sorry, go ahead.
 19 Q Second paragraph, accurate or not accurate
 20 statement of your agreement?
 21 A I understand what it says. I do know that to the
 22 letter I believe that that six-day week didn't
 23 apply. I think that I was utilized just about
 24 every day, and whether I stayed there for 14

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1 days, working days, 14 working days or more, the
 2 record would --
 3 Q But that's not my question. My question isn't
 4 whether it worked out this way. My question is
 5 whether this accurately depicts what your
 6 agreement was.
 7 A Actually, no. I was to work every day.
 8 Q Who said that to you?
 9 A They did, Angelici and Hashem. For this first
 10 period, I was to be there working every day,
 11 either traveling and working or working. That's
 12 essentially the same.
 13 Q But it's your position this was an eight-month
 14 engagement, right?
 15 A Exactly, but initially, for the first
 16 introduction --
 17 Q Sir, if you could just answer my question. I
 18 just asked you if it was an eight-month
 19 engagement, and the answer is yes.
 20 A It was for the duration of October, I believe,
 21 whatever the contract term -- whenever the
 22 contract that JSI/CCP had.
 23 Q Was the agreement that it would be six days a
 24 week for the eight months, except for perhaps the

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1 first couple of weeks where you're claiming it
 2 was full-time, seven days?
 3 A Yes, seven days. It was going to be between six
 4 and seven, that was our agreement, on a per diem
 5 payment basis, no vacations other than --
 6 Q Did you have any issues with the third paragraph?
 7 A Issues, you mean by reading it and understanding
 8 what it meant?
 9 Q Yes. Did you have any disagreement that this was
 10 an accurate statement --
 11 A Well, I just thought it was a lot of work to take
 12 care of in such a short time, and they agreed.
 13 The scope of work was almost unrealistic.
 14 Q Did you take any issue with the fourth paragraph,
 15 that your assignment was to assist JHU and John
 16 Snow with the Women's Reproductive Health
 17 Institute in Romania?
 18 A Initiative.
 19 Q Initiative, thank you, sir.
 20 A That was it.
 21 Q Was part of your agreement that you would do a
 22 needs assessment of the current service delivery
 23 and management systems at family planning clinics
 24 in three judets? Is that sentence consistent

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1 you were required to fill out paperwork to submit
 2 requests for payment?
 3 A In the same way they were required to submit
 4 forms to me, yes.
 5 Q So whether or not it was this exact form, you
 6 knew when you got back it wasn't just going to be
 7 a verbal hey, I'm back, give me some dough. You
 8 knew you --
 9 A Mr. Caplan, I may have submitted that form before
 10 I left.
 11 Q That's not my question, sir. The next paragraph,
 12 do you agree that that reflects part of your
 13 agreement? Well, you know what, there's a lot of
 14 things in there. Why don't we take it one at a
 15 time. The first part when it says, "For citizens
 16 or residents of the U.S., please note that all
 17 payments of fees and expenses made to you will be
 18 reported as income for U.S. income tax purposes."
 19 Do you agree that that was a term of your
 20 agreement?
 21 A Yes.
 22 Q Next it says, "It's imperative that you maintain
 23 accurate records of your business expenses so
 24 that you can take the proper deductions when

1 Q The next paragraph asks you to -- I'm
 2 paraphrasing, but asks you to sign one copy of
 3 the agreement, keep it for yourself, and send
 4 another one back. My question is when you signed
 5 this agreement on or about December 1, did you
 6 send it to anyone?
 7 A Did I send what?
 8 Q The signed agreement 10. When you signed it on
 9 or about December 10 (sic.), did you send it to
 10 anyone at Hopkins or Snow?
 11 A I'm sorry, did I send what?
 12 Q Exhibit 10, those two pages.
 13 A These two pages.
 14 Q Let's take it one step at a time. You signed
 15 that on or about December 1, correct?
 16 A Yes.
 17 Q The letter asked you to return it to Johns
 18 Hopkins for its records. My question is did you
 19 send it back to them?
 20 A I believe I did.
 21 Q On or about December 1?
 22 A Yes.
 23 Q To whom?
 24 A Probably to Wagner.

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1 filing your tax returns." Was that part of your
 2 agreement?
 3 A Yes.
 4 Q Next sentence, "Original receipts and copies of
 5 expense reports submitted to JSI for
 6 reimbursement should be maintained for your
 7 records for tax purposes." Was that part of the
 8 agreement?
 9 A Yes.
 10 Q Next sentence, "All travel and related expenses
 11 will be handled by JSI." Is that accurately part
 12 of your agreement?
 13 A Yes.
 14 Q Next sentence, "Copies of receipts are needed for
 15 lodgings as well as for all expenses over \$25."
 16 Do you agree that that was part of your
 17 agreement?
 18 A Yes.
 19 Q Next sentence, "Please read carefully the
 20 guidelines on allowable coverage and be sure to
 21 use the JSI travel expense report for non-
 22 employees in reporting your expenses." Was that
 23 part of your agreement?
 24 A I'm reading it, yes, and it was part.

1 Q But you're not sure exactly who you sent it to?
 2 A At this particular date, sitting at this desk,
 3 no.
 4 Q Do you happen to remember by what means you sent
 5 it in?
 6 A May have faxed it.
 7 Q I'm not asking what might have happened. A lot
 8 of things could happen. Do you have any memory
 9 of how you sent it in?
 10 A I can't tell you for sure, but I would put money
 11 -- if I were to guess, I probably would have
 12 faxed it, seeing that I was flying out shortly,
 13 and they were putting pressure on me.
 14 Q Your best memory is you signed this and faxed it
 15 back?
 16 A That's an important facet here, and they were
 17 putting severe pressure to influence my
 18 agreement.
 19 Q Rest assured we'll get to that.
 20 A All right.
 21 Q My question is your best memory is you signed
 22 Exhibit 10 on or about December 1 and sent it
 23 back to Hopkins by fax on or about that date,
 24 correct?

1 A I would imagine.
 2 Q I'm going to ask you this next question with some
 3 trepidation. If possible, I'm looking for the
 4 short version, but if you need to give the long
 5 version, the floor is yours. As succinctly as
 6 you can, can you just give me a list of the terms
 7 that had been agreed upon for your assignment
 8 that aren't in Exhibit 10? I know you've gone
 9 through and told me as to what's on the page what
 10 you agreed with and what you didn't. What were
 11 the terms that you say were agreed to that aren't
 12 in here?
 13 A You know, I made a very short laundry list, but I
 14 was told that I can't refer to any notes.
 15 Q That's the exercise. I'm asking you as you sit
 16 here today --
 17 A I know, that's the exercise.
 18 Q -- from your memory, which I'm going to ask you
 19 to call upon, as best as you can remember as you
 20 sit here today, please give me a list of all of
 21 the terms that you say were agreed to but that do
 22 not appear in Exhibit 10.
 23 A I wanted a comprehensive contract, a legal-
 24 looking contract with content that I had

1 trying to come up with this. It's been a few
 2 years.
 3 Q Take your time, sir.
 4 A I brought up an issue of what if I needed to
 5 leave for a family emergency or some kind of a
 6 personal issue. I wanted it included in some
 7 clause there and how that would be -- how that
 8 problem would be addressed.
 9 Q Was there an agreement on that issue?
 10 A Yeah. We talked about it, sure.
 11 Q What was the agreement?
 12 A They would make a contingency plan.
 13 Q What else, sir?
 14 A Of course, the housing arrangement was very
 15 important. I wanted it in the contract, because
 16 that's apart from my per diem, and this is
 17 usually set up by U.S.A.I.D. and JSI and people
 18 like that. I wanted to have it clearly denoted
 19 that they knew where my monies were going and,
 20 you know, I wanted the forms all attached to the
 21 agreement. So not just the -- not just the
 22 schedule and the frequency, but I wanted to know
 23 that they knew where it needed to go.
 24 Q What else?

1 requested. I wanted all and every item that had
 2 been discussed during the Baltimore summit to
 3 materialize in a written form on the sheets of a
 4 contract.
 5 Q The question is what were the terms that --
 6 A Some were how do I get out of the country in a
 7 hurry if there's an insurrection or they decide
 8 to hang me or any of my associates. Where do I
 9 catch the plane -- it's called Medivac -- for a
 10 medical reason.
 11 Q What else was agreed to that's not in this
 12 contract?
 13 A What about -- I mean, there were so many items.
 14 What about the vaccinations. Where is it that
 15 they're paying me for it all. What about the
 16 adjunct payment for flying and taking care of my
 17 dog. Housing stipends. A precise order of work
 18 schedule as to how many workdays am I actually
 19 going to be. Is it going to be six six-day work
 20 weeks, or in a month, will there be seven and
 21 three six days. I wanted it all spelled out.
 22 Q Anything else missing that was part of your
 23 agreement?
 24 A Why don't you just push me a little bit. I'm

1 A Well, without the benefit of my notes right now
 2 under this kind of very uncomfortable setting,
 3 I'm kind of coming up with a big blank, but I
 4 sure wasn't when I sat there discussing the --
 5 negotiating the agreements.
 6 Q As we sit here today, can you think of any other
 7 terms that were agreed to that don't appear in
 8 Exhibit 10 other than what you've been able to
 9 tell us --
 10 A There were others.
 11 Q Can you remember any others --
 12 A I'm really trying.
 13 Q If you think of any others before we adjourn,
 14 please let us know.
 15 A Oh, yes, another issue. I wanted a little bit of
 16 preliminary work done before I even departed to
 17 find out how in the world am I getting around.
 18 Am I taking the night train to Bucharest, or am
 19 I, you know, going to be riding on top of the
 20 baggage cars. How do you get around in that
 21 country. And I'd like that arrangement, if we're
 22 going to set up for a lease car arrangement,
 23 which I thought was probably a very practical way
 24 before I get over there, maybe we could kind of

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1 project, it was a chance at that point; there was
 2 no commitment, right?
 3 A Exactly. But not an outside chance. She was
 4 very encouraging that I should continue along in
 5 the process to be selected.
 6 Q No commitments, though, right?
 7 A I'm sorry?
 8 Q No commitments, though, right?
 9 A Very encouraging, extremely.
 10 Q No commitments, right?
 11 A That's an interpretation. It wasn't like a legal
 12 commitment, no. Or should I state it another
 13 way. She didn't send a contract down to me the
 14 next day.
 15 Q Did she verbally make commitments to you as of
 16 September 8?
 17 A She told me essentially that I was definitely
 18 their prime candidate for the position.
 19 Q A candidate's not a commitment, right, sir?
 20 A You know, it's all in the interpretation. I feel
 21 that this woman definitely encouraged me to not
 22 get involved in anything else because she was
 23 going to move this along very rapidly.
 24 Q Yes or no, did she make a commitment?

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1 A I guess it's an interpretation. I thought that
 2 she put her foot way out there as far as inviting
 3 me to continue with the process. I simply
 4 disagree with your interpretation of commitment.
 5 Q What's your understanding of the word commitment,
 6 sir?
 7 A I think that if you lead a person down a path in
 8 which one believes -- and this is now just my
 9 interpretation off the cuff -- you are setting
 10 yourself into alignment for I guess someone
 11 considering -- someone considering a very, very
 12 strong possibility that you are going to be now
 13 -- why are you making faces?
 14 Q I'm sorry. It's late in the day.
 15 A No, no. Do you have a problem?
 16 Q Sir, please continue.
 17 A That essentially if you're influencing a person
 18 in a way to encourage them to go further along
 19 with the application procedure, and then you're
 20 in a sense putting yourself out there and
 21 inviting that person because there is such a
 22 strong, strong, strong interest that it's a type
 23 of commitment.
 24 Q So you understand that when someone strongly

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1 encourages you to pursue a job, that that's a
 2 commitment for the job?
 3 A No, it's not a commitment for the job.
 4 Q That's my question.
 5 A It's more than just a casual invitation to apply.
 6 Q Did you feel that Laurie Liskin had committed
 7 that this assignment was yours as of September 8?
 8 A No, not at all.
 9 MR. CAPLAN: Would you mark that,
 10 please.
 11
 12 (Exhibit Number 19, E-Mail to Mr.
 13 Lederer from Mr. Rebbert dated
 14 October 2, 2000, was Marked for
 15 Identification.)
 16
 17 Q Sir, showing you what we've marked as Exhibit 19,
 18 if you could look that over and look up when
 19 you're finished, please?
 20 A (Witness complies.)
 21 Q Is that an e-mail that you received from Eric
 22 Rebbert on or about October 2 of 2000?
 23 A It appears that I have.
 24 Q Eric Rebbert was one of your contacts at Hopkins

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1 for this possible assignment, correct?
 2 A Yes.
 3 Q Do you know who ENI was?
 4 A No, I don't.
 5 Q But he told you he was "meeting with ENI staff"
 6 --- whoever that is -- "tomorrow to discuss the
 7 possibility of a position/consultancy with
 8 JHU/CCP." Do you see that?
 9 A Yes.
 10 Q Do you remember reading this e-mail at the time?
 11 A If I received it, I would read it.
 12 Q And at least at that time, he told you that the
 13 possibility on the table was a position
 14 consultancy with Hopkins, correct?
 15 A He wrote JHU/CCP.
 16 Q That's Hopkins, right?
 17 A Yeah. I didn't even know what CCP was probably
 18 at that time.
 19 Q But it ain't JSI, is it?
 20 A I don't see JSI in this e-mail.
 21 Q So at least as of October 2, 2000, Hopkins told
 22 you clearly in writing that the possibility on
 23 the table was a position consultancy with Johns
 24 Hopkins University/CCP, correct?

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1 A Yeah. According to this e-mail, yes.
 2 Q And you knew that Rebbert was one of the
 3 authorized spokespersons for Hopkins?
 4 A Yes.
 5 Q He was one of the people that was tasked with
 6 speaking with you, correct?
 7 A Yes. I believe his title was HR manager.
 8 Q Did you find him to be a reliable source of
 9 information about this situation?
 10 A Did I find him in subsequent weeks, or did I find
 11 after I received this for him to be -- how would
 12 I know if he's reliable?
 13 Q Let me ask you a narrower question. You could
 14 run with that one, I'm sure. He was the head of
 15 HR at Johns Hopkins, right?
 16 A I understand that he was, yeah. I should say he
 17 was the head of CCP HR, I think, not the head of
 18 -- you know --
 19 Q Fair enough. So he's the head of the Center for
 20 Communications Programs at Johns Hopkins
 21 University?
 22 A Yes.
 23 Q Head of HR for them.
 24

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1 Q Showing you what we've marked as Exhibit 21, sir,
 2 if you can read that over and look up when you're
 3 done, please.
 4 A (Witness complies.)
 5 Q Is that an e-mail dated October 3, 2000 that you
 6 received from Erika Wagner?
 7 A Yes.
 8 Q It indicates that they want to set up a
 9 conference call with various folks. Did that
 10 conference call happen?
 11 A Actually, I don't recall that call ever
 12 happening.
 13 Q I'll take a guess. Did that call morph into a
 14 Baltimore meeting instead, or do you not recall?
 15 A That's a good way of putting it. I would say
 16 that's as likely progression as I can come up
 17 with.
 18 Q You don't remember a conference call, though?
 19 A No. I think they had a hard time getting a hold
 20 of him.
 21 Q Who?
 22 A Walter. He didn't respond or something.
 23 Q Did you ever talk on the phone with Walter Proper
 24 before you got to Romania?

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1 (Exhibit Number 20, Letter to Mr.
 2 Rebbert from Mr. Lederer dated
 3 October 3, 2000, was Marked for
 4 Identification.)
 5
 6 Q Showing you what we've marked as Exhibit 20, did
 7 you send that letter to Mr. Rebbert?
 8 A Yes.
 9 Q So as of October 3, 2000, you were eagerly
 10 awaiting word from Hopkins about an eight-month
 11 assignment in Romania?
 12 A That's what I'm saying.
 13 Q You were waiting for a commitment, correct?
 14 A My language is, "I'm awaiting word from your
 15 office about this eight-month assignment."
 16 Q You were waiting to know whether they were going
 17 to give you the assignment or not, correct?
 18 A I've been encouraged, and I'm waiting to see am I
 19 going to be the one accepted.
 20
 21 (Exhibit Number 21, E-Mail to Mr.
 22 Lederer from Ms. Wagner dated
 23 October 3, 2000, was Marked for
 24 Identification.)

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1 A Actually, I don't recall ever speaking to him,
 2 no. In fact, he didn't even -- I don't recall
 3 ever speaking to him.
 4 Q Even when you were in Romania?
 5 A You said before I went to Romania.
 6 Q Okay, sorry. In your answer, you said ever, but
 7 I misunderstood you.
 8 A Ever before I went to Romania. I don't
 9 appreciate that, either, a lot of times.
 10 MR. CAPLAN: Let's go off the record.
 11
 12 (Whereupon, a discussion was held off
 13 the record.)
 14
 15 A They were having a lot of problems with Walter.
 16 Walter wasn't responding. He wasn't responding
 17 to my e-mails, and Walter was kind of lost, a
 18 Walter Mitty kind of guy.
 19 Q Do you remember a point in time that someone
 20 asked you to contact Walter, and there was at
 21 least a lag of a week before you contacted him?
 22 A No.
 23 Q That didn't happen?
 24 A No, not to my knowledge. If I was asked to get

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1 November time frame, do you have in mind needing
 2 the U.S.A.I.D. concurrence or something else?
 3 A I just don't know. I would say that when I would
 4 receive word -- there was a point there where I
 5 was becoming somewhat hesitant, because I
 6 thought, you know, they tell me they're going to
 7 send me this and whatever, and I remember -- I'm
 8 just saying blankety; I can't recall the exact
 9 document -- we're going to fax you this. We're
 10 going to send you that. She'll get back to you.
 11 Kind of like lawyers operate at times. No
 12 offense to anyone.

13 But, you know, the calls never came,
 14 but yet, they were thinking. They were thinking,
 15 but maybe not always about me. Maybe they
 16 weren't thinking about what they were saying at
 17 times. The call sometimes wouldn't come at the
 18 appointed time, were the facts.

19
 20 (Exhibit Number 24, E-Mail to Mr.
 21 Proper from Mr. Lederer dated
 22 November 13, 2000, was Marked for
 23 Identification.)
 24

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1 Q Look up after you read Exhibit 24, please.
 2 (Witness complies.)
 3 A All right.
 4 Q Is that a November 13, 2000 e-mail that you sent
 5 to Walter Proper?
 6 A It appears to be.
 7 Q If you could put that next to Exhibit 22, is that
 8 your first e-mail that you sent in response to
 9 Exhibit 22?
 10 A I don't know.
 11 Q Do you have any memory of sending an e-mail to
 12 Walter Proper before Exhibit 24?
 13 A I may have.
 14 Q Do you have any specific memory of that
 15 happening?
 16 A I don't at this moment, but I may have.
 17 Q What was it that you were waiting for from Karen
 18 Angelici? In Exhibit 24, you tell Walter you've
 19 been meaning to get in touch with him for over a
 20 week pending notice from Karen --
 21 A Yeah. Well --
 22 Q Let me finish my question, sir. In Exhibit 24,
 23 you write to Walter, "I've been meaning to get in
 24 touch with you for over a week pending notice

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1 from Karen confirming final terms and setting a
 2 date for departure. However, as of this very
 3 minute, I haven't received acknowledgment from
 4 her, and so things stand in abeyance." Did I
 5 read that accurately?
 6 A That's what I wrote.
 7 Q What were you referring to there?
 8 A Well, again, to assume that I can remember
 9 exactly what I meant by terms, I would say that
 10 had something to do with the written contract.
 11 Q Did it have to do with anything else?
 12 A And setting up the logistics of getting there.
 13 Q U.S.A.I.D. concurrence as well, correct?
 14 A Probably. Probably. I'm just not certain.
 15 Q You understand that there was no legal commitment
 16 until there was a written contract and U.S.A.I.D.
 17 concurrence, correct?
 18 A No.
 19 Q Did you ever work as a consultant to a U.S.A.I.D.
 20 contractor on a handshake?
 21 A I don't recall having worked on a handshake.
 22 Q In your experience, it was always done on a
 23 written contract, correct?
 24 A Contracts are in.

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1 Q A written contract is what you need, right?
 2 A Contracts are in.
 3 Q Right, and you wanted a written contract so you
 4 could bank on having this assignment, correct?
 5 A You want to underline that? I wanted to take it
 6 to the bank, you bet. I made it clear again and
 7 again and again.
 8 Q And you knew you couldn't take this arrangement
 9 to the bank until you had a written contract,
 10 right? That's why you were so adamant to get
 11 one.
 12 A Not exactly.
 13 Q You thought you could take this to the bank on a
 14 handshake?
 15 A It wasn't as good. It wasn't a handshake. It
 16 was a bit more than that. You see, there were
 17 many conversations which transpired -- many,
 18 many, many conversations -- and throughout all of
 19 these conversations, nothing appeared on that
 20 road except green light, green light, green
 21 light, and that's why I made the various -- I
 22 made the various commitments and obligations that
 23 essentially was affirmed by these people to go
 24 ahead and do it, and everything shall follow. We

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1 A I don't recall more than one occasion. I mean,
 2 Mr. Olivola, we had a hard time communicating
 3 because of his schedule and mine, and he made it
 4 clear to me at some point copies would suffice.
 5 Q In any event, you understood that originals was
 6 the requirement?
 7 A Originals, copies, it just depends upon the
 8 assignment.
 9 Q How did it depend?
 10 A Well, because there are some assignments where a
 11 copy will suffice.
 12 Q I'm talking about on this assignment. Did you
 13 ever receive anything in writing from JSI that
 14 told you that copies of expense receipts were
 15 sufficient?
 16 A Yes. It was an e-mail from him.
 17 Q After the trip, right?
 18 A I believe it was after the trip.
 19 Q You were screaming bloody murder pay me, and
 20 eventually he said fine, we'll pay you on copies,
 21 right?
 22 A That's an assumption on your part.
 23 Q Is my characterization far off, sir?
 24 A Yeah.

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1 Q In any event, at any point prior to your trip,
 2 did you ever receive anything in writing from
 3 John Snow telling you that copies of receipts met
 4 their requirements?
 5 A Yes, that copies would meet the requirements.
 6 Q You received that in writing from John Snow?
 7 A After the trip, exactly.
 8 Q No, before the trip?
 9 A Oh, before the trip, I don't recall receiving
 10 anything to that effect.
 11 Q And before the trip, they told you in writing
 12 that their requirement was original receipts?
 13 A May have.
 14 Q Have you made a calculation of your monetary
 15 damages in this case, the amount of money that
 16 you say the Defendants owe you?
 17 A My attorneys and myself are effectively, I think,
 18 coming to some sort of an amount.
 19 Q Let me ask you this. What categories of damages
 20 are you seeking from the Defendants?
 21 A I'm not an attorney, and I don't know the
 22 categories.
 23 Q Well, you brought the lawsuit, so what types of
 24 money are you looking for? I'm not looking for

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1 legal. So in other words, let me try to lead you
 2 a little bit. You claim that you're owed per
 3 diem monies for a long-term assignment, correct?
 4 A That's part of it, yeah.
 5 Q So those are the types of things I'm asking you.
 6 What categories of money do you claim that you're
 7 owed?
 8 A I would say yes, I'm owed monies on the six- to
 9 seven-day workweek all the way through the
 10 contractual agreement to the end of the project,
 11 and then there's usually some time afterward in
 12 order to get the reports.
 13 Q So you're owed per diem for the length of the
 14 project plus a certain amount of extra time for
 15 paperwork and follow-up work, correct?
 16 A Yes.
 17 Q You also claim that you haven't received full
 18 reimbursement for certain of your out-of-pocket
 19 expenses, correct?
 20 A Yes.
 21 Q Anything else category-wise?
 22 A You know, I'd have to discuss this with my
 23 lawyers.
 24 Q Well, I'm asking you, sir. As we sit here today

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1 -- I mean, you've brought the lawsuit. We're
 2 more than a year into it. Is there any other
 3 categories of money that you feel the Defendants
 4 owe you?
 5 A Again, I'm going to defer to my attorneys.
 6 Q Can you answer the question?
 7 A I can't. It's going to be a matter that I have
 8 to go into consultation with.
 9 Q You've testified at length about your
 10 understanding of the Defendants' commitments to
 11 you, and I'm not asking you to rehash that, but
 12 based on your understanding of what they
 13 committed to you, do they owe you anything other
 14 than paying you --
 15 A Oh, ho ho.
 16 Q -- paying you a daily rate and paying you
 17 expenses?
 18 A Beyond your imagination, sir.
 19 Q Humor me. What else do they owe you?
 20 A I'll speak to my attorneys.
 21 Q Well, sir, this is your deposition, so I'm going
 22 to ask you to answer the question if you're able
 23 to.
 24 A I'm not able to.

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1 Q As best as you can, how much do the Defendants
2 owe you in per diem?
3 A To be discussed later.
4 Q Do you have any ability to answer that question
5 today?
6 A I don't, really.
7 Q Let's see if we can try this. Can we agree that
8 on the per diem piece, the rate is \$470 a day,
9 correct?
10 A Correct.
11 Q And you claim that you're owed \$470 a day for
12 between six to seven days from some point in time
13 in January of 2000 (sic.) until some point in
14 time in September or October of 2000 (sic.)?
15 A That would be very close to the way things are,
16 yes.
17 Q Is that how you're looking at it?
18 A Um-hmm, to the end of the project, and that's a
19 matter of record.
20 Q In concept, is there anything more to
21 understanding that piece of damages, other than
22 doing the math on that?
23 A Well, that would just require doing the math and
24 then working out the seven- or six-day workweeks

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1 and so forth. The math, that can be arrived at
2 on that.
3 Q But in concept, you agree that that's your
4 approach. You say that you're owed six or seven
5 days a week at \$470 per hour (sic.) from some
6 point in January until some point in September or
7 October 2000 (sic.)?
8 A That's one phase.
9 Q That's an accurate description of your per diem
10 claim, correct?
11 A Of my per diem, right.
12 Q You agreed with me that you had a number of
13 communications after this project demanding
14 further expense reimbursements, did you not?
15 A Yeah. After I returned to the States, yeah.
16 Q Including you flew up to Boston and had a sit-
17 down with Mr. Olivola?
18 A No, I didn't include that as an expense. There
19 may have been some --
20 Q You misunderstood me. I'm talking about your
21 communications about looking for more expenses
22 after Romania included a face-to-face discussion
23 with Mr. Olivola in Boston, correct?
24 A Yes.

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1 Q And at the time, you calculated out what you were
2 owed, correct?
3 A I calculated what I believed I was owed up to, I
4 don't know, maybe it was shortly before our
5 meeting.
6 Q At the time, how much were you owed?
7 A I don't recall.
8 Q As between one dollar and a million dollars, what
9 were you owed?
10 A Something between that.
11 Q Can you put any better figure on it?
12 A I really can't.
13 Q Is that important to you?
14 A Not as important as this entire case is.
15 Q Well, you've sued my clients for not paying you
16 expenses. Can you give me any more --
17 A No, no, no, no, no. I'm suing your client for
18 breaching the contract, the entire contract.
19 Q Sir, would you agree with me that one of your
20 claims in this lawsuit is for failure to pay you
21 the expenses you're owed?
22 A And that includes what?
23 Q Let's take it one step at a time. Do you agree
24 or do you disagree that you're suing Hopkins and

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1 Snow for certain expenses that you claim they owe
2 you?
3 A No. I'm suing them for breach of the entire
4 contract.
5 Q And one piece of that is failure to pay you
6 expenses; is it or is it not?
7 A To live up to what they told me they would pay
8 for my expenses, yes.
9 Q And is that important to you?
10 A Not as important as the entire picture.
11 Q Can you give me any more intelligible calculation
12 of your expenses that you're claiming --
13 A At this time, no.
14 Q -- other than saying it's between zero and a
15 million?
16 A No, I cannot, but again, this is --
17 Q You can't. Have you made any effort to calculate
18 it during this lawsuit?
19 A Sorry?
20 Q Have you spent any time trying to calculate what
21 you're owed in expenses?
22 A I've discussed this briefly with my lawyers.
23 Q What's your view on it?
24 A That it's to be determined, that we will talk

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1 about this at some near date.
 2 Q As best as you can recall, what day did you
 3 actually leave for Romania? Somewhere in the
 4 December 1 to 4 time frame, you're not sure?
 5 A Exactly.
 6 Q That's the best we can do?
 7 A Yeah.
 8 Q Okay, fair enough.
 9
 10 (Exhibit Number 31, E-Mail to Mr.
 11 Lederer from Ms. Wagner dated
 12 December 1, 2000, was Marked for
 13 Identification.)
 14
 15 Q If you could read Exhibit 31, and my question to
 16 you is do you recognize that as an e-mail that
 17 you received from Erika Wagner on or about
 18 December 1 of 2000?
 19 (Witness complies.)
 20 A I don't recall this.
 21 Q Are you denying you received it, or are you
 22 saying you don't remember one way or the other?
 23 A I believe what I said is I don't recall.
 24 Q I'm asking a followup. By that, do you mean that

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1 you do not believe you received it, or are you
 2 saying you don't recall one way or the other?
 3 A I say I don't recall.
 4 Q That's the best you can answer my question?
 5 A That is.
 6 Q I just want to be clear. We've already covered
 7 the fact that you received the written contract,
 8 and you had one or more phone conversations
 9 protesting what was in the contract. I'm not
 10 looking to rehash it, but just to reorient
 11 ourselves. Do you then recall receiving an
 12 e-mail from someone at Hopkins telling you, as it
 13 states here in Number 2, "We cannot change your
 14 contract"?
 15 A No.
 16 Q So really what you're saying is it's your
 17 testimony that you didn't receive this e-mail,
 18 because no one ever told you in writing that they
 19 wouldn't change your contract, right?
 20 A I don't recall seeing anything that said they
 21 couldn't change my contract.
 22 Q Do you see on Number 3, she's telling you JSI
 23 will not give you 100 percent advance?
 24 A I see that.

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1 Q Had that ever been discussed before?
 2 A Advance for what?
 3 Q Your compensation.
 4 A Excuse me? Compensation for what?
 5 Q If you don't understand it, then you say you
 6 can't answer.
 7 A I can't answer.
 8 Q Easy enough. We'll move on.
 9 A Okay.
 10 Q Had you asked them what the method of payment was
 11 at the hotel?
 12 A No. My question is, trying to dig back to that
 13 time, was how do you use currency over there, and
 14 do they have banks where you can put any money,
 15 and can you use traveler's checks, things like
 16 that.
 17 Q Did you ever ask them what the method of payment
 18 was at the hotel?
 19 A I don't recall that.
 20 Q Were you still looking for the Medex number as of
 21 December 1?
 22 A And what hotel?
 23 Q Were you still looking for a Medex number as of
 24 December 1?

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1 A I don't recall. I mean, I was looking for a
 2 Medex number, but I don't recall whether it was
 3 December 1.
 4 MR. CAPLAN: Let's take five.
 5
 6 (Whereupon, a brief recess was taken.)
 7
 8 Q Can we agree that the document you consider to be
 9 your trip report was dated January 2 of 2001? I
 10 think you have one in front of you.
 11 A Yes.
 12 Q Did you circulate that on or about January 2 of
 13 2001?
 14 A I'm not sure when I circulated it.
 15 Q After you submitted the trip report, you were
 16 told by Hopkins and Snow that it did not meet
 17 their requirements for a trip report, correct?
 18 A Specifically, I was told by Angelici and Hashem,
 19 in addition to the other areas I've testified to.
 20 Q They asked you to submit a trip report that met
 21 their requirements, correct?
 22 A No. The way it was said to me was this is too
 23 volatile. It's too provocative.
 24 Q Sir, you've answered my question, and more. Let

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1 Mr. Olivola, was Marked for
2 Identification.)
3
4 Q Exhibit 36, do you recognize that as some further
5 e-mails back and forth between you and Mr.
6 Olivola?
7 A Yes.
8 Q We can see the bottom e-mail picks up on the back
9 and forth that we were just looking at, correct?
10 A Yes.
11 Q So after he tells you he needs your receipts
12 ASAP, you then send him an e-mail attaching a
13 list of further charges, you tell him you have
14 receipts for hotels, but in the interest of time,
15 you're just forwarding the information without
16 the receipts, correct?
17 A Did you read the last line of that?
18 Q And you ask him for the telephone and fax
19 numbers. Is that what you said in your message?
20 A Isn't that what I said in my message, Mr. Caplan?
21 You're reading it.
22 MS. ROSWELL: Yes or no.
23 A Yes.
24 Q Can we agree it took him nine minutes to give you

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1 A That comes to mind as being the highlight for the
2 reason.
3 Q At that point in time, you had an ongoing issue
4 about getting expense reimbursement; do you
5 recall that?
6 A No. I simply said of course I expect to be
7 compensated for my time, not a problem, and that
8 the expenses will be taken care of. We discussed
9 it.
10 Q So is it your testimony before you came to Boston
11 to meet with Mr. Olivola that there was no
12 dispute between you and Hopkins or Snow about
13 expense reimbursement?
14 A What are you referring to, expense
15 reimbursements, for the trip?
16 Q Yes.
17 A Absolutely not. Between myself -- not Hopkins,
18 between myself and him.
19 Q Let me ask it again. Before you came to Boston
20 to meet with Mr. Olivola, did you have any
21 dispute with either Hopkins or Snow about you
22 getting reimbursed for your expenses from the
23 Romania trip?
24 A No. The conversation was strictly between the

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1 his phone and fax number?
2 A I don't know what these clocks --
3 Q How about this; can we agree the same day he
4 e-mailed you the phone and fax number? Feb. 14
5 you asked for it, and Feb. 14 he gave it to you?
6 A It appears that way.
7 Q So when did you send in the receipts after
8 receiving the phone and fax number?
9 A I don't recall.
10 Q When was your meeting with Mr. Olivola? Was it
11 late January?
12 A Yes.
13 Q Without getting into the full gory details, what
14 were the topics discussed?
15 A My experiences during the trip and my
16 observations and assessments.
17 Q Let me back up. How did the meeting come to
18 happen? Did he invite you to Boston?
19 A Yeah.
20 Q Did he say why he was inviting you to Boston?
21 A To discuss my experiences, assessments, and
22 observations.
23 Q Did he say he was bringing you to Boston for any
24 other reason?

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1 two of us. There was no intervening individuals.
2 Q So you're saying Hopkins wasn't part of the
3 dispute?
4 A What dispute?
5 Q That's the question, was there a dispute before
6 you went to --
7 A I was going up on an information gathering for
8 him.
9 Q I just want a straight answer, sir. Are you
10 telling me in your mind, there was no dispute
11 between you and anyone about expense
12 reimbursement prior to you going to Boston to see
13 Mr. Olivola?
14 A All right. I think somewhere along the line,
15 we're not on the same page.
16 Q Clearly not.
17 A Clearly. So why don't we try to get there, all
18 right?
19 Q All right.
20 A Which expenses?
21 Q In this lawsuit, you claim that you're still owed
22 certain expenses, out-of-pocket expenses, from
23 your Romania trip?
24 A Oh, but this is trivial in comparison to the

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1 major --

2 Q Just work with me. Just answer my questions.

3 MS. ROSWELL: Just let him ask the

4 questions, and answer.

5 Q When you came back from Romania, you expected to

6 be reimbursed for your out-of-pocket expenses in

7 Romania and ancillary activities related to

8 Romania, correct?

9 A Yes.

10 Q And at some point between when you came back from

11 Romania and today, you got into a fight with John

12 Snow, a dispute, about getting paid the amount

13 that you claimed for out-of-pocket expenses,

14 right?

15 A Yes.

16 Q My simple question is had that dispute arisen by

17 the time that you went to see Mr. Olivola, or did

18 that dispute not come up until at the meeting or

19 afterwards?

20 A No. There was a dispute prior.

21 Q That's all I was asking.

22 A It's getting late.

23 Q When he invited you to Boston, did he indicate

24 that part of the reason for you to come up was

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1 for he and you to try to work out any differences

2 about expense reimbursement?

3 A That may have entered the conversation. May

4 have.

5 Q May have, but you don't remember?

6 A No. I know that the brunt of it was you need to

7 be up here.

8 Q Do you remember any discussion at your meeting

9 with him about trying to work out any issues on

10 expense reimbursement?

11 A We may have entered into that.

12 Q Do you remember any discussion on that topic?

13 A Yeah, may have been something about we need to --

14 may have been something with receipts and so

15 forth, but that was a very -- that was a real

16 aside to the conversation.

17 Q Let me ask it this way. As of the time you were

18 in Boston, did you have any real issue, did you

19 feel like JSI was being non-responsive about

20 expense reimbursement?

21 A Did I have an issue?

22 Q Yes.

23 A Yes, I had an issue.

24 Q So you have an issue, but it's not a big topic

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1 with Mr. Olivola; you just kept it to yourself?

2 A No. There was a much bigger -- there was a much

3 bigger development of conversation that I wanted

4 to --

5 Q I understand you had other things you wanted to

6 talk about, but when you had an issue about

7 expenses, are you telling me that it was or

8 wasn't a big topic of conversation?

9 A It was not a big topic, as I recall. And now I'm

10 going back trying to recall the transition from

11 the greeting to the content, and I recall that

12 was not, in my mind, one of the major, major

13 points of our conversation.

14 Q So expenses is a topic of your meeting with Mr.

15 Olivola?

16 A It might have been a topic.

17 Q And your observations of the situation in Romania

18 was another topic, correct?

19 A A major.

20 Q Were there any other topics that you and he

21 discussed?

22 A Yeah, when would I return.

23 Q What was said on that topic, as specifically as

24 you can remember?

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1 A He couldn't give me a date.

2 Q What else was said?

3 A Well, he needed to -- he needed to look into it

4 because he had had some ideas about ongoing

5 issues, and that Walter was not the right man for

6 the position, and it came out of his mouth. He

7 was over his head, kind of the Peter Principle

8 thing, where he had been working for JSI on other

9 projects, but apparently this one was well beyond

10 his capacity, and he commented to me about that.

11 Q Did he say anything else about your return to

12 Romania?

13 A That first that he had to check into how the

14 complaints could be attended to in an orderly

15 fashion and the arrangements be performed, and

16 then how I would be reunited with the project

17 once they could iron out some of the major

18 conflicts.

19 Q Let me ask you this. We're in late January. Are

20 you asking him, hey, Ken, when am I going back to

21 Romania, what's the deal here, in words or

22 substance?

23 A In words or substance to that effect, yeah. I

24 thought I just mentioned that.

EXHIBIT E

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Hi Bob,

Eric Rebbert at JHU/CCP gave me a copy of your CV. We are working on a reproductive health care project in Romania and are looking for an MD who can work closely with doctors and midwives in urban and rural dispensaries to improve their medical and management skills. Would you be interested in talking with us further about this work? When are you available? What the USAID Mission wants, ideally, is someone who can spend up to 8 months in country or, failing that, is available to come for several long technical assistance trips.

If you are available and interested in learning more details about the position, please send me an e-mail or call.

Thanks.

Laurie Liskin

Chief, Europe and New Independent States Division

JHU/CCP

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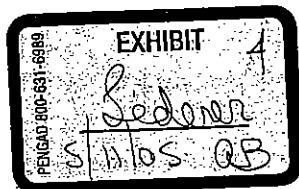
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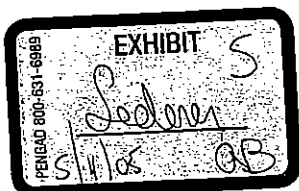
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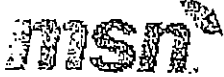
Dear Ms. Liskin,

Enjoyed our conversation, you have been quite informative, and I appreciated your candor as it related to the conflicts, activities and personnel involved presently in the Project within Romania. The chance to serve on this long-term, eight month Reproductive Health Project is equally intriguing and challenging. As you mentioned, time is of the essence and therefore I shall prepare for this assignment and await additional updates from you at CCP and your contacts at John Snow, Inc.

Yours truly,

Bob Lederer, M.D., M.P.H.





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Hi Bob-- I'm meeting with ENI staff tomorrow to discuss the possibility of a position/consultancy with JHU/CCP. They are very interested in talking to you. Are you still available?

Regards, -eric

Eric T. Rebbert, PHR
Human Resources Manager
Johns Hopkins University
Center for Communication Programs
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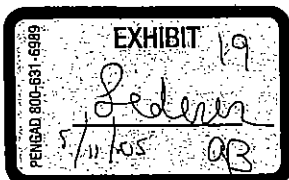
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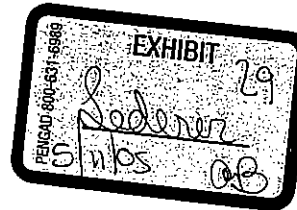


LED 000072

JOHNS HOPKINS
UNIVERSITY

Center for Communication Programs

School of Hygiene and Public Health
111 Market Place - Suite 310
Baltimore, Maryland 21202 USA
Telephone (410) 659-6300 / Fax (410) 659-6266
Telex 240430 JHUPCS UR



November 27, 2000

Dr. Robert Lederer
P.O. Box 110521
Naples, Florida 34108

Reference: CCP Consultancy

Dear Dr. Lederer:

We are happy to confirm your short-term appointment as a consultant for The Johns Hopkins University/Center for Communication Programs (JHU/CCP).

This assignment is to provide professional services in Romania for the period from December 4, 2000 to December 17, 2000 for a maximum of 14 working days, based on an eight-hour day, and a six-day work week, excluding travel time. Please note that John Snow Inc. (JSI) the Contractor does reimburse consultants for travel time.

Please review your scope of work carefully to ensure that you can complete the assignment within the specified time frame(s).

Your assignment is to assist JHU/CCP and John Snow Inc. (JSI) with the Women's Reproductive Health Initiative in Romania:

Specifically, you will:

1. Do a needs assessment of the current service delivery and management systems at family planning clinics in 3 judets.
2. Meet with JSI and USAID Romania to discuss scope of work for year 2001.

Please submit a printed report of your trip to Karen Angelici at JHU/CCP. The report should adhere to the enclosed trip report format instructions. This report should be received two weeks after you return from this assignment, in a form suitable for external distribution.

During your performance of these consulting services, your work will be reviewed by Karen Angelici, Acting Division Chief, E&E Division. Walter Proper, Chief of Party, JSI will be your contact in Romania.

In accepting this assignment, it is expressly understood that:

1. You are not being compensated or receiving salary from other U.S. government funding sources for the time spent on JHU/CCP business.
2. You have no conflict of interest that would interfere with the performance of your obligations under this assignment, and that you are not related by blood or marriage to any employee of the United States government or other agency who has decision-making authority over the award funding this assignment or over the project for which you will perform consulting services. You agree to notify your JHU/CCP staff contact immediately if you know of any such changes in your circumstances.
3. You will not use any of the data or materials developed during your consultancy or in connection with the project you are assisting for public presentation or publication without prior written permission from JHU/CCP. Any reports or other materials produced are considered works made for hire with ownership vesting in JHU/CCP.

ED 000081

Dr. Robert Lederer
November 16, 2000

4. You will assume all tax obligations including declaration and payment thereof.
5. You are not covered by The Johns Hopkins University Unemployment Insurance or any other Johns Hopkins insurance plans or policies.

This agreement is limited solely to the services specified and does not give you authority to make binding commitments on behalf of JHU/CCP.

Your fee for services will be paid at the rate of US \$470 gross per day. This fee is payable upon completion and submission of an acceptable report on the assignment. Enclosed is a "Consultant Fees Support Form," which you are to complete at the end of the assignment and submit to the attention of your CCP staff contact.

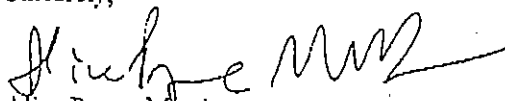
For citizens or residents of the U.S., please note that all payments of fees and expenses made to you will be reported as income for U.S. income tax purposes; therefore, it is imperative that you maintain accurate records of your business expenses so that you can take the proper deductions when filing your tax returns. Original receipts and copies of expense reports submitted to JSI for reimbursement should be maintained for your records for tax purposes.

All travel and related expenses will be handled by JSI. Copies of receipts are needed for lodgings, as well as for all expenses over \$25. *Please read carefully* the guidelines on allowable coverage, and be sure to use the JSI Travel Expense Report for non-employees in reporting your expenses.

Please sign two copies as indicated at the end of this letter. One should be retained for your records and the other should be returned to me for JHU/CCP records. Also, please provide the name and phone number for the person who should be contacted in case of emergency.

If you need further information or have any problems or questions, we would be glad to provide assistance. We are delighted that you are available for this consultancy and look forward to working with you.

Sincerely,



Alice Payne Merritt
Deputy Project Director
Center for Communication Programs

---[ELW]

ACCEPTED AND AGREED:

Signature

Name

Emergency Contact

Social Security Number

Date

Telephone number

Citizen of [Country]

Enclosures: Consultant Fees Support Form
Trip Report Format

LED 000082

EXHIBIT F

Lederer v. Snow and Johns Hopkins

R. Lederer, Vol. I, 12/2/04

SHEET 1 PAGE 1

Volume: I
 Pages: 1-120
 Exhibits: 1

UNITED STATES DISTRICT COURT
 FOR THE
 DISTRICT OF MASSACHUSETTS

DR. ROBERT LEDERER,

Plaintiff

Civil Action

VS

No. 04-CV-10284-NG

JOHN SNOW, INC. and
 THE JOHNS HOPKINS UNIVERSITY/
 CENTER FOR COMMUNICATION
 PROGRAMS,

Defendants

DEPOSITION of DR. ROBERT LEDERER, a witness
 called on behalf of the Defendants, taken pursuant to
 the Massachusetts Rules of Civil Procedure, before
 Arlene Boyer, a Professional Court Reporter and Notary
 Public, in and for the Commonwealth of Massachusetts,
 at the offices of Melick, Porter & Shea, LLP, 28 State
 Street, Boston, Massachusetts, 02109, on Thursday,
 December 2, 2004, commencing at 12:20 p.m.

PAGE 3

3

INDEX

WITNESS DIRECT CROSS REDIRECT RECROSS

ROBERT LEDERER

(By Mr. Healy) 4

(By Mr. Caplan) 110

EXHIBITS

NO. DESCRIPTION

PAGE

1 Mr. Lederer's Curriculum Vitae

15

PAGE 2

2

APPEARANCES

ROBERT W. HEALY, ESQ.
 Melick, Porter & Shea, LLP
 28 State Street
 Boston, Massachusetts 02109
 (617) 523-6200

Counsel for the Defendant,
 The Johns Hopkins University/
 Center for Communication Programs

ANDREW E. CAPLAN, ESQ.
 Perkins, Smith & Cohen
 One Beacon Street, 30th floor
 Boston, Massachusetts 02108-3106
 (617) 854-4000

Counsel for the Defendant,
 John Snow, Inc.

DAVID B. STEIN, ESQ.
 Rubin, Weisman, Colasanti,
 Kajko & Stein, LLP
 430 Bedford Street
 Lexington, Massachusetts 02420
 (781) 860-9500

Counsel for the Plaintiff

PAGE 4

4

STIPULATIONS

1 It is hereby stipulated and agreed by
 2 and between counsel for the respective parties
 3 that the deponent shall have thirty (30) days in
 4 which to read and sign the transcript, under the
 5 pains and penalties of perjury, after which time
 6 it shall be deemed to have been signed, and that
 7 the certification, filing and sealing of the
 8 deposition transcript are waived.

9 It is further stipulated and agreed
 10 that all objections, except objections as to the
 11 form of the question, and all motions to strike,
 12 shall be reserved to the time of trial.

13 ROBERT LEDERER, first having been
 14 satisfactorily identified and duly sworn, on
 15 oath, deposes and says as follows:

DIRECT EXAMINATION

BY MR. HEALY:

21 Q Good afternoon, Mr. Lederer. I introduced myself
 22 to you earlier. My name is Robert Healy, and I'm
 23 here representing Johns Hopkins University. Just
 24

Lederer v. Snow and Johns Hopkins

R. Lederer, Vol. I, 12/2/04

SHEET 18 PAGE 69

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1 Q Including probably some of your research,
2 correct?
3 A You got that right.
4 Q Had you had any contact or involvement with any
5 publications prior to the hurricane in terms
6 of --
7 A No, I wasn't at that stage.
8 Q Sir, now -- you'll probably think finally -- I
9 want to try to begin to focus on your work with
10 JHU and JSI. First, I want to begin with when
11 did you first become involved or have any contact
12 with I'm going to say first JHU?
13 A I was contacted sometime in the year 2000. There
14 may have been previous contacts, but for purposes
15 I hope of this deposition, 2000 should serve.
16 Q You may have had, over the course of your entire
17 history, had contact from JHU on more than one
18 occasion, correct?
19 A Yes.
20 Q You're not sure, but it may have occurred?
21 A I am.
22 Q Now, focusing on your involvement in the program
23 in Romania in December of 2000, do you recall
24 when your first contact was with JHU?

1 Q What is that a tape recording of?
2 A Some messages left for me.
3 Q Who were those messages left by?
4 A One name I recall was Karen Angelici.
5 Q These were messages left on your answering
6 machine in your home?
7 A Absolutely.
8 Q At this point in time --
9 A I haven't finished trying to recall the various
10 things. So it's letters, e-mails, and -- yeah,
11 correspondences.
12 Q Is it fair to say that those materials you've
13 just referenced are in your possession or your
14 attorney's possession, correct?
15 A Absolutely.
16 MR. HEALY: And there's an agreement
17 that at some point in time after reviewing those
18 documents, there would be a production of some of
19 those materials, correct?
20 MR. STEIN: That's correct.
21 MR. CAPLAN: And there's an agreement
22 for further deposition following --
23 MR. STEIN: We have a full
24 understanding of that.

PAGE 70

PAGE 72

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1 A Without notes, I would assume it was toward the
2 autumn of 2000.
3 Q Do you have notes relative to your involvement
4 with --
5 A Yes, but I don't --
6 MR. STEIN: Off the record.
7
8 (Whereupon, a discussion was held off
9 the record.)
10
11 Q Let me ask you this, Mr. Lederer. What did you
12 do to prepare for this deposition besides meeting
13 with your attorney?
14 A Essentially, I met with my attorney, and I'm
15 relying upon my own recollection as well as
16 reviewing some of the -- certainly some of the
17 material that I had presented to him earlier.
18 Q What materials did you review before or in
19 anticipation of this deposition?
20 A What I would entitle the files, from my
21 perspective.
22 Q Can you tell me in a general sense what that file
23 consists of?
24 A E-mails, letters, a tape recording.

1 Q Again, back to before I digressed, you believe
2 your first contact was approximately autumn of
3 2000?
4 A Yeah.
5 Q Do you recall how that contact was made?
6 A Drawing on memory from my files, I would say Eric
7 Rebberd -- I believe that was the first contact
8 -- Eric, personnel, with JHU.
9 Q What was the last name, again, sir?
10 A Rebberd, R-e-b-b-e-r-d, I believe.
11 Q Did he contact you, sir?
12 A Yes.
13 Q How did he contact you?
14 A I believe by letter and phone.
15 Q Both methods?
16 A I believe so.
17 Q And it's your understanding that Mr. Rebberd was
18 associated with or employed by JHU?
19 A Right, JHUCCP.
20 Q So we don't have to --
21 A But he's -- yeah, he's with the -- I believe with
22 the CCP branch.
23 Q Sir, what was the contact that was made?
24 A He wanted to talk to me about employment.

Lederer v. Snow and Johns Hopkins

R. Lederer, Vol. I, 12/2/04

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1 Q Did he say where or what type of employment he
2 was calling you about?
3 A I don't recall the exact contents of that
4 correspondence, but I know he wanted to speak to
5 me about coming to work.
6 Q What was your response to that inquiry?
7 A I returned an answer which said I'd be more than
8 pleased to talk with you.
9 Q What happened when you made that response?
10 A Well, it was very cordial. We had a very nice
11 exchange. He's a very, very decent person to
12 speak to, and somewhere down the trail, and I
13 can't tell you days or week, but it was following
14 our conversation, I believe the next contact was
15 a woman named Laurie or Laura, Laurie Liskin,
16 L-i-s-k-i-n.
17 Q Before your contact with Miss Liskin, did you
18 come to have some understanding of what type of
19 work JHU was potentially looking for you to do?
20 A Yes.
21 Q What type of work?
22 A I'm sure that Miss Liskin did elaborate on the
23 fact that they were looking for a person to join
24 up with a project that was ongoing in Romania.

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1 Q But prior to your contact with Miss Liskin -- or
2 it might even be Ms. Riskin --
3 A No. I believe it's Liskin.
4 Q Okay, that's fine. Prior to your conversations
5 or contact with Miss Liskin, did you ever come to
6 learn what type of work or consulting you were
7 being contacted about?
8 A I can't recall the nature of the very brief
9 correspondence that I received from Mr. Rebberd,
10 but I do know that our exchanges were very, very
11 cordial and friendly. He's a very charming
12 person. Ms. Liskin was more definitive in her
13 correspondence to me.
14 Q But you had written correspondence between
15 yourself and Miss Liskin, correct?
16 A Both, but certainly of the written form.
17 Q And verbal?
18 A Written.
19 Q Did you have any verbal communications with her?
20 A I believe we did.
21 Q And it was over the course of this communication
22 or contact with Miss Liskin you came to learn
23 what type of work or consulting you were being
24 contacted about?

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1 A The information was disclosed that they were
2 looking for an individual to go to Romania for a
3 long-term assignment, and I believe the nature of
4 her letter was an eight-month duration.
5 Q Did you say eight?
6 A I said eight.
7 Q And it's your memory that Miss Liskin is the
8 person who --
9 A I wish we -- if you're confused about her name --
10 Q No.
11 A You don't have it?
12 Q You're right, it's Miss Liskin. Is it Miss
13 Liskin who made contact with you in terms of the
14 length of your possible work?
15 A Yes.
16 Q And it's your memory that Miss Liskin indicated
17 that it was a potential for a long-term
18 commitment?
19 A Absolutely.
20 Q When you say long-term, are you referring to a
21 potential eight-month commitment?
22 A At that point, I think she put it in writing, but
23 that was later to be developed.
24 Q Did you say she did put it in writing or did not?

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1 A Did.
2 Q Do you still have that writing?
3 A I believe so, yes.
4 Q Obviously, I would hope that at some point in
5 time, you could produce that, right, if it still
6 exists, and with the help of your attorney, that
7 will happen.
8
9 (Whereupon, a brief recess was taken.)
10
11 Q So following the broad brush of contact you had
12 with Miss Liskin, you came to understand that
13 there was an inquiry about you doing some work
14 specifically in Romania?
15 A Yes. I believe the country was named.
16 Q Again, it's your memory that Miss Liskin
17 indicated that you were being contacted in terms
18 of potential long-term involvement?
19 A Yes.
20 Q Was that something that you, as a result of your
21 conversations with Miss Liskin, that you were
22 going to consider?
23 A Yes.
24 Q Were you working at that point in time, sir,

EXHIBIT G

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

**SUPERIOR COURT
CIVIL ACTION NO.**

**DR. ROBERT LEDERER
Plaintiff**

VS.

**JOHN SNOW, INC. AND
THE JOHN HOPKINS UNIVERSITY / CENTER
FOR COMMUNICATION PROGRAMS
DEFENDANTS**

COMPLAINT AND DEMAND FOR JURY TRIAL

1. Plaintiff, Dr. Robert Lederer, is an individual with a residential address at 81 Palm Tree Drive, Punta Gorda, Florida.
2. Defendant, John Snow, Inc. (hereinafter "JSI"), is a Massachusetts corporation with a principal place of business at 44 Farnsworth Street, Boston, Suffolk County, Massachusetts.
3. Defendant, John Hopkins University / Center for Communication Programs (hereinafter "JHU/CCP"), has a principal place of business at 111 Market Place, Suite 310, Baltimore, Maryland.

FACTS

4. Defendants, JSI and JHU/CCP provide research and consulting services in the health care and service sectors. JSI conducts projects in many countries throughout the world.
5. In the year 2000, JSI was involved with a project entitled, "Romania Family Health Initiative", whose objectives were to increase access and use of reproductive health services and to develop and improve the availability of services at the community level in Romania.
6. The Romania Family Health Initiative was a US AID – FUNDED PROGRAM in conjunction with Defendant JHU/CCP.

7. In or about May, 1999, Plaintiff received a letter from Mr. Eric Rebbert, Human Resources Manager for Defendant JHU/CCP, requesting that Plaintiff submit his curriculum vitae concerning his involvement with the Romanian project.
8. In or about September, 2000, Plaintiff was again contacted by an employee of Defendant JHU/CCP, Laurie Liskin, concerning said health care project already in progress in Romania. Ms. Liskin informed Plaintiff that they would require an obligation from him of approximately one year. Plaintiff informed Ms. Liskin that he was interested in serving on the Team in Romania.
9. On October 2, 2000, Plaintiff was informed by Mr. Rebbert that both Defendant JHU/CCP and JSI were interested in opening discussions with him relating to his involvement in the Romanian project. Soon thereafter, Plaintiff was informed that the US Mission in Bucharest, was extremely pleased with Plaintiff's experience and credentials and would proceed with negotiations and an interview for the position.
10. Subsequently, in October, 2000, Plaintiff met with JHU/CCP and JSI in Baltimore, Maryland. Negotiations between the parties resulted in an Agreement. It was agreed that Plaintiff would initially go to Romania until the Christmas holidays, then return to the United States to gather his personal belongings, including his dog, and return to Bucharest in early January for the duration of the project, i.e. October, 2001.
11. Thereafter, Plaintiff made several inquiries concerning the status of his written contract. On each occasion, Plaintiff was informed that Defendants were working on said contract, and that he would receive it shortly.
12. By email dated November 29, 2000, Plaintiff was informed that Defendants were ready with his contract and that he should arrange his travel and logistics to Romania (a copy of said email is attached as Exhibit A and incorporated herein by reference).
13. Furthermore, Plaintiff arranged for, and received several vaccinations in anticipation of his many months in Romania.
14. On December 1, 2000, the day before Plaintiff was leaving for Romania, Plaintiff received what appeared to be a letter agreement dated November 27, 2000, which covered the period in Romania from December 4, 2000 to December 17, 2000. Plaintiff was informed that he would receive a contract while in Romania, to cover his scope of work for year 2001. A true and correct copy of the November 27, 2000 letter agreement is attached hereto as Exhibit B and incorporated herein by reference.

15. Plaintiff left for Bucharest, Romania on or about December 4, 2000. He completed the initial phase of the project and returned to the United States for the holidays on or about December 19, 2000.
16. Despite various assurances, Plaintiff did not receive a copy of the contract for the remaining period of the project through October, 2001.
17. By email dated December 18, 2000, Plaintiff was informed that the original contract was not sent to Romania on the fear that it would not make it to the Plaintiff. A true and correct copy of said email dated December 18, 2000, is attached hereto as Exhibit C and incorporated herein by reference.
18. As part of his duties, upon his return Plaintiff was to prepare a trip report which outlined his observations and experiences in Romania during the initial phase of the project. Plaintiff provided said report to the Defendants on or about January 2, 2000. A true and correct copy of said trip report is attached hereto as Exhibit D and incorporated herein by reference.
19. Plaintiff's report contained important observations made concerning significant deficiencies with respect to strategic regional personnel, and the planning and operations of the project. JSI and JHU/CCP were not pleased with the contents of Plaintiff's trip report and during the course of several telephone conversations, offered Plaintiff additional funds in an attempt to influence the wording of said report.
20. In fact, Plaintiff was threatened by Defendants with their withholding of payment for the days already served on the initial phase of this long-term assignment as well as reimbursement for expenses incurred during travel. Plaintiff refused to alter the report and subsequently, was asked by Kenneth Olivola of Defendant JSI to meet with him in Boston in late January, 2001.
21. On or about January 22, 2001, Plaintiff came to Boston and met with Mr. Olivola of Defendant JSI. Mr. Olivola assured Plaintiff that Plaintiff's concerns and observations about the projects shortfalls warranted some major revisions, and that Plaintiff's position on the assignment was not in jeopardy. Mr. Olivola further informed Plaintiff that he would be contacted shortly regarding his departure schedule for Romania.
22. Subsequently, Plaintiff never received a follow up call concerning his departure date to Romania. Furthermore, Defendant, JSI for a significant period of time failed to compensate Plaintiff for his time and expenses for the initial phase of the project, pursuant to the Agreement. In fact, to date,

Plaintiff has not been reimbursed for his expenses incurred during the initial phase of the project.

23. Throughout this period, Plaintiff remained in contact with the U.S. Mission in Bucharest, JSI and JHU/CCP, voicing his continuing interest and enthusiasm about the project, and his concerns about not being informed of a date for his return to Romania to complete the second phase of the project pursuant to the parties Agreement.
24. Subsequently, Defendants failed and/or refused to allow Plaintiff to return to Romania and complete the project and failed and/or refused to reimburse Plaintiff for expenses incurred.

COUNT I
BREACH OF CONTRACT

25. Plaintiff repeats and realleges the allegations set forth in Paragraphs 1 through 24 as if fully restated.
26. As set forth above, by failing to allow Plaintiff to return to Romania in January, 2001, Defendants breached their contract with Plaintiff.
27. As a direct of proximate result of said breach of contract, Plaintiff suffered damages.

WHEREFORE, Plaintiff prays for judgment against these Defendants as follows:

1. For damages in an amount to be proven at trial;
2. Interest, costs and attorneys' fees; and
3. For whatever other relief this Court deems appropriate.

DR. ROBERT LEDERER

By His Attorneys,
RUBIN, WEISMAN, COLASANTI, KAJKO & STEIN, LLP



David B. Stein, BBO# 556456
430 Bedford Street
Lexington, MA 02420
Tel.: (781) 860-9500
Fax: (781) 863-0046

Dated: December 12, 2003

Ex A

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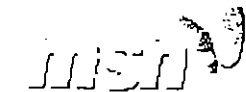
From: "Erika Wagner" <EWAGNER@jhucpp.org>
To: <r_lederermd@hotmail.com>
CC: "KAREN ANGELICI" <kangelici@jhucpp.org>, <abul_hashem@jsi.com>
Subject: Please Call Hashem - Urgent
Date: Wed, 29 Nov 2000 10:59:19 -0500

Reply | Reply All | Forward | Delete | Put in Folder... | Printer Friendly Version

** High Priority **

Hi Bob, JSI has received USAID concurrence so we are ready to go... contract. Please call Hashem ASAP to arrange your travel and logistics. The number is (703) 528-7474.
Thanks,
Erika

Calendar
Hotmail
Free New
MSN Feat
POP Mail
Find Mes:
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Explore
Free Garr
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Net Acce
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JOHNS HOPKINS
UNIVERSITY

EX 13

Center for Communication Programs

School of Hygiene and Public Health
111 Market Place - Suite 310
Baltimore, Maryland 21202 USA
Telephone (410) 659-6300 / Fax (410) 659-6266
Telex 240430 JHUPCS UR

November 27, 2000

Dr. Robert Lederer
P.O. Box 110521
Naples, Florida 34108

Reference: CCP Consultancy

Dear Dr. Lederer:

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Please review your scope of work carefully to ensure that you can complete the assignment within the specified time frame(s).

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Specifically, you will:

1. Do a needs assessment of the current service delivery and management systems at family planning clinics in 3 judets.
2. Meet with JSI and USAID Romania to discuss scope of work for year 2001.

Please submit a printed report of your trip to Karen Angelici at JHU/CCP. The report should adhere to the enclosed trip report format instructions. This report should be received two weeks after you return from this assignment, in a form suitable for external distribution.

During your performance of these consulting services, your work will be reviewed by Karen Angelici, Acting Division Chief, E&E Division. Walter Proper, Chief of Party, JSI will be your contact in Romania.

In accepting this assignment, it is expressly understood that:

1. You are not being compensated or receiving salary from other U.S. government funding sources for the time spent on JHU/CCP business.
2. You have no conflict of interest that would interfere with the performance of your obligations under this assignment, and that you are not related by blood or marriage to any employee of the United States government or other agency who has decision-making authority over the award funding this assignment or over the project for which you will perform consulting services. You agree to notify your JHU/CCP staff contact immediately if you know of any such changes in your circumstances.
3. You will not use any of the data or materials developed during your consultancy or in connection with the project you are assisting for public presentation or publication without prior written permission from JHU/CCP. Any reports or other materials produced are considered works made for hire with ownership vesting in JHU/CCP.

Dr. Robert Lederer
 November 16, 2000

4. You will assume all tax obligations including declaration and payment thereof.
5. You are not covered by The Johns Hopkins University Unemployment Insurance or any other Johns Hopkins insurance plans or policies.

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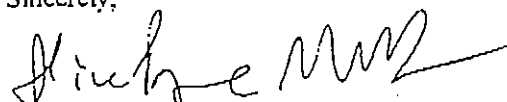
For citizens or residents of the U.S., please note that all payments of fees and expenses made to you will be reported as income for U.S. income tax purposes; therefore, it is imperative that you maintain accurate records of your business expenses so that you can take the proper deductions when filing your tax returns. Original receipts and copies of expense reports submitted to JSI for reimbursement should be maintained for your records for tax purposes.

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Please sign two copies as indicated at the end of this letter. One should be retained for your records and the other should be returned to me for JHU/CCP records. Also, please provide the name and phone number for the person who should be contacted in case of emergency.

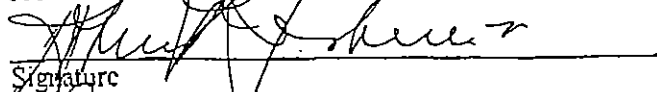
If you need further information or have any problems or questions, we would be glad to provide assistance. We are delighted that you are available for this consultancy and look forward to working with you.

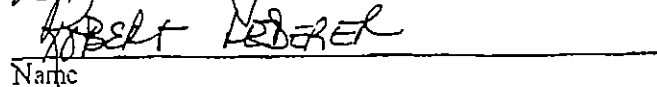
Sincerely,


 Alice Payne Merritt
 Deputy Project Director
 Center for Communication Programs

---[ELW]

ACCEPTED AND AGREED:

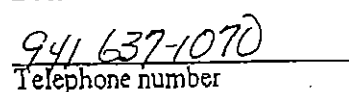

 Signature

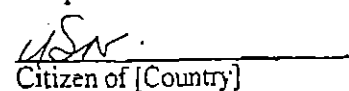

 Name


 Emergency Contact

 Social Security Number


 Date



 Telephone number


 Citizen of [Country]

Enclosures: Consultant Fees Support Form
 Trip Report Format

EX C

[MSN Home](#) [Hotmail](#) [Web Search](#) [Shopping](#) [Money](#) [People & Chat](#) [Passport sign out](#)

 [r_lederermid@hotmail.com](#)
[Inbox](#) [Compose](#) [Address Book](#) [Folders](#) [Options](#)
[Messenger](#) [Calendar](#) [Help](#)

Folder: Inbox

From: "Erika Wagner" <EWAGNER@jhucpp.org> [Save Address](#) - [Block Sender](#)
 To: <r_lederermid@hotmail.com> [Save Address](#)
 CC: "KAREN ANGELICI" <kangelici@jhucpp.org> [Save Address](#)
 Subject: Consultant Contract
 Date: Mon, 18 Dec 2000 09:29:05 -0500

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Hello Bob, welcome back from Romania. I did not receive the signed consultant contract from you... please fax at your earliest convenience. Also, please fax the consultant fees form (I've attached another one) so that I can process your payment.

Also, may I have your mailing address so I can send the original consultant contracts for your signature - we need one original on file here. I didn't want to DHL it to Romania and risk you not receiving it. In addition, please let me know how you would like your payment made. I can mail you a check or we can directly wire it to an account. If you would like it directly deposited, please complete the attached fiscal information sheet with your bank information. Hope all is well.

Erika

PS. Karen will be getting in touch with you regarding a debrief (over the phone).

Attachment: CFSF.doc (32k) -- [View Attachment](#)Attachment: fiscalinfo.doc (11k) -- [View Attachment](#)

Notice: Attachments are automatically scanned for viruses using


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EX D

Date: 1/02/01
To : U.S.A.I.D./ Romania
From: Robert Lederer, M.D, M.P.H

I was asked to visit Romania for nearly two weeks as Medical TA for thirty-six model service delivery sites in three judets at three service delivery levels. The model centers are located in the targeted judets- Lasi, Constanta and cluj. The breakdown of service levels is as follows:

- *3 private family planning clinics
- *17 government family planning cabinets
- *15 rural dispensaries.

The purpose of this abridged visit to Romania turned out to be one whose design was actually to familiarize me with two Romanian physician project officers, Cornelia Maior-Rosca, Laurentiu Mihail Stan and the Project Director from JSI, Walter Proper. I spent nearly my entire stay, visiting 2 judets, Constanta and Lasi. I had the opportunity to visit approximately 10 sites, family planning cabinets, a family planning reference center and several rural dispensaries. Essentially, I was obliged to spend the majority of time during these visits, making cursory introductions and fielding a few questions from the doctors, which followed some basic inquiries I made relating to supplies and quality of service issues.

Paritally due to the pre-Holiday activities in Romania and partially due to organizational snafus in preparation for my arrival – re: itinerary, traveling time, etc., I was disheartened by the fact that my time was not utilized efficiently.

To say that need for competent TA exists within this target group of Judets, represents a gross understatement of existing problems that I have ALREADY assessed. Not having been adequately briefed on this current Project's budgetary constraints and evident manpower woes, I'll not comment on projections for meaningful outcomes.

I will, however, express concerns about the competence of the team presently assembled in Bucuresti. I have valid reasons for bringing this problem to your attention. As the Project is currently structured and being administered, I am not optimistic about its ACTUAL projected outcomes for the fall of 2001.

*I am certain that I can make significant contributions to the under-served, and to the needs of this Project, based upon the human suffering, deprivation and absence of medical organizational skills that I've witnessed. However, unless a reassessment is shortly forthcoming, regarding the present 3 member/ director "team", I must, in all honesty to the Mission, and as importantly, to my sense of propriety, plus personal and professional stature, withdraw my name from this ongoing burlesque – posing as a useful U.S./J.S.I. financed rural family planning project.

Very truly yours,

Robert A. Lederer, M.D., M.P.H.
RAL/b

EXHIBIT H

THE JOHNS HOPKINS UNIVERSITY
CENTER FOR COMMUNICATION PROGRAMS
POPULATION COMMUNICATION SERVICES/POPULATION INFORMATION PROGRAM

Consultant Fees Support Form

NAME OF CONSULTANT: ROBERT LEBERER, M.A.
MAILING ADDRESS: POB 110521
(do not use P.O. Box) CHARLES FT, 34108-0109
SOCIAL SECURITY NO: 082340730 CITIZEN OF US (COUNTRY)
DATE(s) OF SERVICE: 10-3 / 12-17
COUNTRY OF ASSIGNMENT: ROMANIA

Preparation	_____	Debriefing	<u>1</u>
Report Writing	_____	Travel Days	<u>3</u>
Field Work	<u>12</u>	Total # of Days	<u>16</u> @ \$ <u>470</u> Per Day
		Total Amount	\$ <u>7520.00</u>
		Less Advance	\$ <u>0</u>
		Total Amount Due	\$ <u>7520.00</u>

SERVICES RENDERED: Technical Assistance BRIEF DESCRIPTION: MEDICAL
ADVISOR

I herein certify that I am not being compensated or receiving salary from other U.S. government funding sources for the time spent on JHU business, and thereby in accepting this fee, I am not receiving dual compensation from U.S. funds.

Signature: [Signature] Date: 12/21/00

Return this form to your CCP staff contact at the following address:

The Johns Hopkins University
Center for Communication Programs
111 Market Place, Suite 310
Baltimore, MD 21202

FOR INTERNAL USE ONLY:

Approval of Service: Karen Anglin Date: 1/16/01
(CCP Contact)

Budget to be Charged: _____


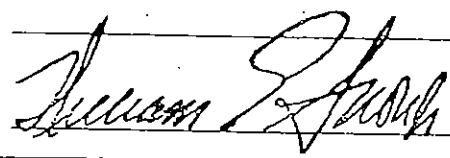
Sponsored Projects/Finance Unit Okay to Pay

Authorized Signature: _____ Date: _____

x:\wp\forms\ccf\wpd 12/00

000034

TOTAL F.04

	JOHNS HOPKINS UNIVERSITY BALTIMORE, MARYLAND 21218-2694	082-34-2730 P	ALLFIRST FINANCIAL CENTER, N.A. MILLSBORO, DELAWARE	B 206124
		8206124	DATE: 01/16/2001	<small>62-17 311</small>
		44487920 DOLLARS AND 00 CENTS \$7,520.00**		
FOR ROBERT LEDERER PO BOX 110021 NAPLES, FL		VOID AFTER 180 DAYS		
				
		⑈ 206124 ⑈ ⑈ 031100173⑈ 35300011⑈		

JOHNS HOPKINS UNIVERSITY	316 Garland Hall 3400 N. Charles Streets Baltimore, Maryland 21218-2694	B 206124	
DICE DATE	INVOICE NUMBER	DESCRIPTION	NET AMOUNT

000037

From: Erika Wagner
To: abul_hashem@jsi.com
Date: 1/26/01 8:11AM
Subject: Bob Lederer's Payment

Hello Hashem, I received your voicemail and a voicemail from Ken Olivia (JSI Boston) regarding Bob. I Fed Ex'ed Bob's check last week (1/19) and confirmed with Fed Ex that the envelope was delivered on Jan. 22, 2001. I sent it to: 2181 Palm Tree Drive, Punta Gorda, FL 33950 - this is the address he told me to send it too.

As for the expense report, it was my understanding that JSI reimburses him for his expenses and that Misun had sent Bob the necessary forms so basically it is up to Bob to submit his expense report and receipts to JSI. JHU has done nothing with his expenses.

I hope that helps.

Thanks,

Erika

CC: Kangelic

000038

EXHIBIT I

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF MASSACHUSETTS

DR. ROBERT LEDERER,
Plaintiff

VS.

JOHN SNOW, INC. AND THE
JOHN HOPKINS UNIVERSITY/
CENTER FOR COMMUNICATION
PROGRAM,
Defendants

CIVIL ACTION NO.:
04-CV-10284-NG

**PLAINTIFF, ROBERT LEDERER'S ANSWER TO THE DEFENDANT
JOHN HOPKINS UNIVERSITY/CENTER FOR COMMUNICATION PROGRAM'S
FIRST SET OF INTERROGATORIES**

1. Please identify yourself fully, stating your full name, date of birth, social security number, residential address, business address and occupation.

Answer

Name:

Robert Lederer, M.D.
2181 Palm Tree Drive
Punta Gorda, FL 33950

Social Security No. 082-34-0730

2. What assurances were you given by any representative of John Hopkins University/Center for Communication Program ("JHU") that you were to receive a contract for employment/consulting for a period of time beyond December 19, 2000, as referenced in your Complaint, including in your answer:
 - a. who from JHU made those assurances;
 - b. when and where those assurances were made; and
 - c. were these assurances reduced to writing.

Answer

Assurances, with respect to my employment/consulting, from JHU/CCP, were provided primarily by Eric Rebberd and Karen Angelici. The assurances were

made during my visit to Baltimore in October, 2000. Notes were taken by the various individuals mentioned.

I was told, on various occasions that I would receive the 'Agreement -hard copy' contract for employment/ consulting after my departure from the U.S., and shortly after my arrival in Romania. The essential elements of the agreement were discussed in great detail and finalized during my visit to Maryland in October, 2000. The following individuals were directly involved in the negotiations for the agreement from JHU: Abdul Hashem, Karen Angelici, and Eric Rebberd.

I directly discussed the details of the agreement for employment with Eric Rebberd and Karen Angelici, initially, AND with another staff female employee of JHU, who I believe formerly held the Position occupied by Ms. Angelici.

During my visit to Baltimore in October, 2000, the persons present at a very detailed discussion of the Project and Agreement were Abdul Hashem and Karen Angelici. At a separate meeting, during same visit, Eric Rebberd was present as well. The details of the negotiations were covered, as discussed in my Complaint. Notes were taken and again I was told that everything would be formalized in the documents that I would receive shortly after my arrival in Romania.

I discussed the generalized purpose and duration of my initial visit to Romania with Karen Angelici, Eric Rebberd and Abdul Hashem. Essentially, I was told that the the first trip to Romania was of an *introductory* nature: meeting with U.S. Mission Personnel in Bucharest, Project Team Members and pre-scheduled informal visits to various Romanian healthcare facilities. I was informed that due to an abbreviated stay, initially, little was expected in the form of substantive outcomes. Of great relevance, I was to be allowed *adequate* time in to secure long-term housing for myself and my companion/ dog.

A brief Scope of Work was shown to me, accompanied by the remarks that the projected goals were overly ambitious, 'possibly unattainable in its entirety' and that the prescribed amount of months remaining until the end of the Project, would require *my* adherence to a noticeably demanding schedule of six or seven day work- weeks until the Project's completion in October of 2001.

Following my return to the U.S. I had discussions with Kenneth Alveoli (JSI), Karen Angelici, Abdul Hashem and Erika Waggner. The topic of my 'continuing employment' was never questioned. I had an Agreement with JHU/CCP, JSI and I intended to honor this Agreement- completely. At this time, I do not have recall of the exact dates of conversations.

It was explained to me, unequivocally, by Ms. Angelici's predecessor, Karen Angelici, Abdul Hashem and Eric Rebberd that my services would be required for the duration of the RFHI Project Term, and that I would need to commit for the entire length of time, 2000 through 2001, *all* of it to be spent within the assigned Host Country- Romania.

3. If you are alleging that you entered into a contract and/or agreement with JHU to

perform services for them in conjunction with the Romania Family Health Initiative for a period of time beyond December 19, 2000, please answer the following:

- a. was this agreement in writing;
- b. who participated in the negotiations for this agreement from JHU;
- c. when did these negotiations take place; and
- d. when and where were these agreements finalized.

Answer

Please See Answer to Interrogatory No. 2.

4. With whom from JHU did you discuss, negotiate, or agree that your employment with the Romania Family Health Initiative/JHU was to be for a period of one year beginning in December of 2000.

Answer

Please See Answer to Interrogatory No. 2.

5. With respect to the meeting you attended in Baltimore, Maryland in October 2000, please state the following:
 - a. the parties present for such meeting;
 - b. what type of negotiations took place as you allege in your Complaint; and
 - c. was the substance of the negotiations ever reduced to writing.

Answer

Please See Answer to Interrogatory No. 2.

6. Please state with which employees of JHU did you discuss the scope and duration of your employment with the Romania Family Health Initiative/JHU while you were in Romania in December 2000, including in your answer the substance of those discussions.

Answer

Please See Answer to Interrogatory No. 2.

7. Please state fully and completely the substance of any and all conversations and/or negotiations you had with any JHU employees upon your return from Romania in December 2000 about your continuing employment with Romania Family Health Initiative/JHU, including in your answer the following:
 - a. the name and employment title of the person(s); and
 - b. the date(s) of such conversations/negotiations.

Answer

Please See Answer to Interrogatory No. 2.

8. Please state fully and in complete detail how you induced or were led to believe that you had a consulting contract with JHU to perform services in Romania in conjunction with the Romania Family Health Initiative for a period beyond December 19, 2000.

Answer

Please See Answer to Interrogatory No. 2.

9. Please describe fully and in complete detail all your damages which you claim to have received as a result of the events alleged in your Complaint.

Answer

As a result of JHU's Breach of Contract, I lost approximately ten (10) months of income. Plaintiff will supplement this interrogatory.

10. Please state how you feel your report dated January 2, 2001 complies with the requirements of your short-term appointment as a consultant for JHU to draft a needs assessment of the current service delivery and management systems at family planning clinics in 3 judets as set forth in the November 27, 2000 agreement between you and JHU.

Answer

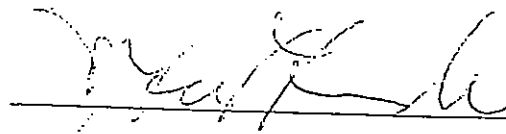
As requested, I submitted an informal report, for the *introductory* leg of my pre-planned two- staged visits to Romania. The first stage, starting in December and the second stage to commence shortly after Jan. 1, 2001. This report was delivered in the prescribed time period, as previously discussed. At NO TIME was I led to believe that I was hired as a *short-term* consultant.

11. If you feel that JHU intended to enter into a subsequent agreement with you for your services in Romania other than the one dated November 27, 2000, please state your basis for that belief.

Answer

The basis for my understanding that JHU/CCP, JSI intended to enter into a long-term agreement with me is founded upon our detailed oral agreements and commitments that I provided to them *and* their responses to me. Additionally, with their knowledge and assistance, I engaged in a series of preparatory steps for a long-term agreement: including immunizations, financial and personal transactions.

Signed under the pains and penalties of perjury this 14th day of February, 2005.



DR. ROBERT LEDERER

CERTIFICATE OF SERVICE

I hereby certify that on this day a true copy of the above document was served upon the attorney of record for each party by mail/by hand.

Dated: 2/1/05 